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9078433





ALLEN B. DANIELS  
ATTORNEY & COUNSELOR AT LAW  
1177 WEST LOOP SOUTH  
SUITE 1725  
HOUSTON, TEXAS 77027

713/626-0215  
FAX: 713/626-0276

May 12, 2003

RECEIVED

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ADMINISTRATIVE

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Attention: Ms. Janice Bivens,  
Enforcement Officer (6SF-AC) Region 6  
1445 Ross Avenue, Suite 1200  
Dallas Texas 75202-2733

Re: Gulfco Marine Maintenance, Inc.  
Freeport, Brazoria County, Texas

Dear Ms. Bivens:

My office represents LDL COASTAL LIMITED, L.P. (referred to herein as LDL). We have been ask to respond to the "Notice" letter from your Agency dated March 11, 2003 regarding the captioned site.

LDL acquired approximately 35 acres from Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation on August 2, 1999. A copy of that deed, with the specific legal description is enclosed herewith. *(Generally, the tract consists of Lots 21, 22, 23, 24, 25, 55, 57, and 58 of the Brazos Coast Investment Company subdivision No. 8, in the F. J. Calvit League, Abstract No. 51, Brazoria County, Texas, according to the map or plat thereof recorded in Vol. 2, Page 141 et seq. of the Plat Records of Brazoria County, Texas.)*

In direct response to the Questions contained in the Information Request portion of your letter, LDL submits the following:

- A. LDL has no relationship with any of the parties listed in Enclosure "A" of your "Notice" letter, other than with LDL Management, LLC, which is the General Partner of LDL. A copy of the LDL's Certificate of Limited Partnership, reflecting LDL Management, LLC as the General Partner is enclosed herewith.
- B. At the time LDL purchased its tract, there were no pits located on the tract purchased by LDL. There was a "large" and a "small" pond on Lot 55 purchased by LDL. Based on the sampling conducted on these ponds prior to LDL's purchase on August 2, 1999, there were no

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Attention: Ms. Janice Bivens

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samples showing contaminants above regulatory limits. A copy of the Site Characterization Report prepared by LT Environmental, Inc. has been provided to Ms. Stacey Bennett of your office.

C. Yes. According to the LT Environmental, Inc. Report, at the time LDL purchased the tract there were 21 Storage Tanks (AST) and 103 Drums located on the tract purchased by LDL. Some of the ASTs and some of the Drums contained Hazardous Waste and some contained Non-Hazardous Waste. Some were empty. The contents and quantity of each AST and each Drum has been addressed in the Report from LT Environmental, Inc.

1. The identity of the source of the hazardous materials is unknown to LDL - except that it was present on the tract at the time LDL acquired the property.
2. The identity of the transporter of the hazardous materials to the tract is unknown to LDL - except that it was present on the tract at the time LDL acquired the property.
3. The date the hazardous materials were received at the tract is unknown to LDL - except that it was present on the tract at the time LDL acquired the property.
4. The identity and the quantity of the hazardous materials located on the tract at the time LDL acquired the property is set forth in detail in the Site Characterization Report prepared by LT Environmental, Inc. dated June, 1999, which Report is incorporated herein by reference for all purposes.
5. Neither LDL nor any related company ever used any of the hazardous waste materials located on the tract.

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6. LDL disposed of some of the hazardous materials located on the tract in the following manner:
  - a. Working through Pelican Environmental Services, on September 20, 1999, LDL disposed of all hazardous waste materials contained in the 55-gallon drums located on the tract when LDL acquired it.
  - b. On September 20, 1999, under state manifest #01034544, LDL released 45 drums of hazardous waste materials to CET Environmental Services for transport to Greenway Environmental Inc. in Haskell Oklahoma. Copies of the manifest and other documents regarding this disposal are enclosed herewith. All other drums, either empty or containing non-hazardous waste, were disposed of in a conventional manner.
  - c. All other hazardous waste materials located on the tract when LDL acquired it, and as indicated in the Report from LT Environmental, Inc., remain on the tract.

7. Since the 35 acre tract was acquired by LDL, there has been no hazardous materials transported to the tract.

Since acquiring the 35-acre tract in the summer of 1999, LDL has continually worked to clean up the trash and debris from the property, including the removal of several dilapidated metal buildings and the dry-dock located on the property. It has also sold several items of scrap and used equipment off of the property. However, LDL has not used the property for any purpose and there has been no commercial activity on the property since its acquisition except the following:

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1. On two occasions, LDL has allowed fabricators to use its dock to off-load large vessels being transported on the inter-coastal canal.
2. LDL has permitted a ferryboat to be moored in its "slip" off the inter-coastal canal for several months while being loaded with industrial equipment.
3. On April 1, 2002, LDL leased 0.758 acres out of Lot 23 and three (3) storage tanks to ECO-TERRA TECHNOLOGIES GROUP, L.L.C. for a term of five years to store crude oil. The tenant abandoned the lease in September 2002. A copy of the lease agreement is enclosed herewith.

Rumor and unsubstantiated reports received by LDL regarding these environmental issues suggest that a large "disposal pit" to accommodate the "sludge" from a barge cleaning operation was dug on Lot 56 in the late 1950s or early 1960s. If that is true, it may explain the reason that Lot 56 was omitted from the sale of this tract on January 20, 1989 when Fisk Engineering sold the property to Hercules Offshore. This may also explain why the Gulfco Marine Maintenance, Inc. site is listed as a 40-acre site. When LDL acquired the 35-acre tract, Lot 56 was not included.

After reviewing all the environmental information provided by the T.N.R.C.C. prior to LDL purchasing this tract, the records and correspondence in our files, and relying on the Site Characterization Report prepared by LT Environmental, Inc., LDL sees no reason to conclude that there is residual effect from any hazardous substances released into the environment from the 35 acres tract it acquired from Janet Casciato-Northrup, Trustee of the Chapter 7 Bankruptcy Estate of Hercules Marine Services Corporation on August 2, 1999.

Accordingly, LDL COASTAL LIMITED, L.P. denies it has any responsibility or liability under CERCLA, 42, U.S.C. §§ 9601-9675 for the cleanup of the captioned Site or for cost incurred by the EPA in the cleaning up of the captioned Site.

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Since it became the record owner of the 35-acre tract, LDL has fully cooperated with the T.N.R.C.C. and allowed full and complete access to the property whenever and for so long as it desired, for inspection and other desired purposes. LDL has recently granted its unconditional consent and approval for your Agency to enter upon the property for inspection and other desired purposes. It continues to be the intent and desire of LDL to fully cooperate and assist your Agency in its efforts regarding this Site. Please let me know if we can be of further help.

Yours truly,



Allen B. Daniels

Attorney for LDL COASTAL LIMITED, L.P.

Enclosures

ABD/jan

Cc: Ms. Stacey Bennett  
Remedial Project Manager

Hand Delivered

Ms. Barbara A. Nann  
Assistant Regional Counsel

1<sup>st</sup> Class Mail

LDL Management, LLC  
LDL Coastal Ltd., General Partner

1<sup>st</sup> Class Mail

4843286213  
Alamo Title 03

99 036339

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

11  
17-  
K861

THE STATE OF TEXAS     §     TO EFFECTIVE 8-3-99  
                                 §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

Pursuant to that certain Order Granting Trustee's Motion For Authority To Sell Property Of The Estate Free And Clear Of All Interests Pursuant to 11 U.S.C. §363(b) and §363(f) With Any Valid Lien(s) To Attach To The Sale Proceeds, dated February 8, 1999, entered in Case No. 98-34630-H2-7; *In re Hercules Marine Services Corporation*, the United States Bankruptcy Court for the Southern District of Texas, Houston, Division, authorizing the conveyance of the Property defined below,

JANET CASCIATO-NORTHROP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION, ("Grantor"), for and in consideration of the Orders of the United States Bankruptcy Court and of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Grantor, and for and in further consideration of the payment of a portion of the purchase price by HOUSTON COMMERCE BANK, a state banking organization ("Beneficiary"), and as evidence of such advancement Grantee, as hereinafter defined, has executed its one certain promissory note of even date herewith payable to the Beneficiary, in the original principal sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS \$325,000.00) bearing interest and being due as therein provided, which note is secured by the vendor's lien herein reserved, and is additionally secured by a Deed of Trust and Security Agreement of even date herewith, executed by the Grantee herein to P. MICHAEL WELLS, Trustee, reference to which is here made for all purposes, has GRANTED and CONVEYED, and by these presents does GRANT and CONVEY unto LDL COASTAL LIMITED, L.P., ("Grantee") whose address is P.O. BOX 24729 HOUSTON, TEXAS 77229, all of the following described real property and premises situated in Brazoria County, Texas, together with all improvements thereon (the "Property"):

All those certain tracts or parcels of land out of the BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F. J. Calvit League, Abstract 51, Brazoria County, Texas, and being more particularly described on Exhibit "A," which is attached hereto and made a part hereof for all purposes.

Grantor hereby transfers, sets over, assigns and conveys unto the Beneficiary and assigns the vendor's lien and superior title herein retained and reserved against the Property and premises herein conveyed in the same manner and to the same extent as if said note had been executed in Grantor's favor and said Grantor assigned to Beneficiary without recourse.

This Deed is executed by the Grantor and accepted by the Grantee subject to the matters herein stated and any easement, right-of-way and prescriptive right, whether of record or not; any restriction, ordinance, condition, reservation, building set-back line, mineral reservation, mineral lease, royalty interest, maintenance charge, assessment, agreement, covenant, encumbrance and other matter applicable and enforceable against the Property, as reflected by the records of the County Clerk of Harris County, Texas, but only to the extent the same validly exists and affects the Property;

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



rights of adjoining owners to any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or any overlapping improvements, and real property taxes.

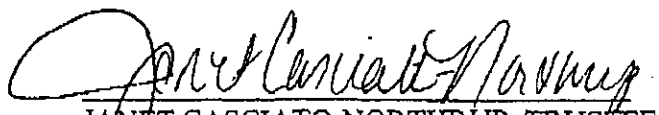
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, his heirs and assigns, forever; and Grantor does hereby bind himself, his successors and legal representatives, to WARRANT AND FOREVER DEFEND the Property unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the matters set forth in this Deed. But it is expressly agreed and stipulated that the vendor's lien and superior title is herein retained to the extent of that portion of the purchase price funded by Beneficiary against the above-described property, premises and improvements, until the above described note, and all interest thereon is fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

GRANTOR AND GRANTEE ACKNOWLEDGE AND AGREE THAT GRANTOR HAS ACQUIRED THE PROPERTY IN THE CAPACITY INDICATED IN THE ORDER OF SALE COVERING THE PROPERTY, AND CONSEQUENTLY GRANTOR HAS LITTLE, IF ANY, KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON OR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES OR REGULATIONS; (ii) EXCEPT FOR ANY WARRANTY OF TITLE CONTAINED IN THIS DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, MINERAL, ROYALTY OR OTHERWISE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY.

GRANTEE ACKNOWLEDGES THAT HE HAS INSPECTED THE PROPERTY AND GRANTEE HAS RELIED SOLELY ON HIS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE ACKNOWLEDGES THAT HE HAS BEEN ADVISED THAT ALL OR PART OF THE PROPERTY IS OR MAY BE WITHIN THE 100-YEAR FLOOD PLAIN AS DETERMINED BY THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAME.

THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

EXECUTED on this date August 2, 1999.

  
JANET CASCIATO-NORTHRUP, TRUSTEE  
OF THE CHAPTER 7 BANKRUPTCY  
ESTATE OF HERCULES MARINE  
SERVICES CORPORATION

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 2nd day of August, 1999, by , JANET CASCIATO-NORTHRUP, TRUSTEE OF THE CHAPTER 7 BANKRUPTCY ESTATE OF HERCULES MARINE SERVICES CORPORATION.



  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

P. O. BOX 24727  
HOUSTON, TEXAS 77229

# EXHIBIT "A"

TRACT NO. 21:

TRACT NO. 21 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE F.J. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, AND BEING THREE SEPARATE TRACTS AND BEING ALL OF THE SAID TRACT NO. 21, LYING NORTH OF THE INTRACOASTAL CANAL AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED.

TRACT NO. 22:

TRACT NO. 22, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION, DIVISION NO. 8, F. J. CALVIT LEAGUE, ABSTRACT 51, IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, THE SAME BEING THE SAME PROPERTY CONVEYED TO GULFCO MARINE MAINTENANCE, INC. FROM B. L. TANNER BY DEED DATED THE 14TH DAY OF MAY 1970, OF RECORD IN VOLUME 1060, PAGE 535, DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 23:

TRACT NO. 23 OUT OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8 IN THE A. CALVIT LEAGUE, ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

TRACT NO. 24:

TRACT 24, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 25:

TRACT 25, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 55:

TRACT 55, BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF DULY RECORDED IN VOLUME 2, PAGE 141 - 144, PLAT RECORDS, BRAZORIA COUNTY, TEXAS.

TRACT NO. 57:

TRACT 57, OUT OF DIVISION 8 OF THE B.C.I.C. SUBDIVISION; F.J. CALVIT LEAGUE, ABSTRACT 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 143 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY,

TRACT NO. 58:

TRACT 58, OF THE BRAZOS COAST INVESTMENT COMPANY SUBDIVISION NO. 8, IN THE F.J. CALVIT LEAGUE. ABSTRACT NO. 51, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 141 - 144 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

EXHIBIT A

TRACT No. 21 out of the BRASSON COAST INVESTMENT COMPANY Subdivision No. 6, in the A. CALVIT LEAGUE, Abstract No. 31, Brazoria County, Texas, and being three separate tracts and being all of the said Tract No. 21, and lying North of the Intracoastal Canal and being described as follows:

Beginning at an iron rod in the Northwest line of the said Tract No. 21, which bears South 45 degrees 16 minutes East a distance of 20.0 feet from the original North corner of the said Tract No. 21, and being in the Southeast right-of-way line of County Road No. 756;

Thence South 45 degrees 16 minutes East a distance of 561.0 feet to a point for corner and being on the bank of the Intracoastal Canal;

Thence Southwesterly along the bank of the Intracoastal Canal with the following bearings:

South 48 degrees 44 minutes West a distance of 66.11 feet;  
 South 50 degrees 30 minutes West a distance of 132.60 feet;  
 South 42 degrees 40 minutes West a distance of 63.96 feet to a point for corner and being in the Southwest line of the said Tract No. 21;

Thence North 45 degrees 36 minutes West along the Northwest line of the said Tract No. 21 a distance of 554.0 feet to an iron rod for corner and being in the Southeast right-of-way line of County Road No. 756;

Thence North 44 degrees 24 minutes East along the Southeast right-of-way line of County Road No. 756 a distance of 263.7 feet to the place of beginning and containing 3.974 acres of land, more or less.

SECURITY FEE	1.00
NIGHT-PRES	5.00
RECORDING	11.00
<b>TOTAL</b>	<b>17.00</b>
FILE #	36339
CHECK	17.00
DRAWER-A 1	
0001 2127-0000 0064	8/ 9/99 4:49PM NOW

FILED FOR RECORD  
 99 AUG -6 PM 3:56

*Gaye Hudson*  
 COUNTY CLERK  
 BRAZORIA COUNTY TEXAS

STATE OF TEXAS  
 COUNTY OF BRAZORIA  
 I, JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me.



*Gaye Hudson*  
 County Clerk of Brazoria Co., TX

JUL 16 1999

CERTIFICATE OF LIMITED PARTNERSHIP

Corporations Section

The undersigned General Partner, desiring to form a limited partnership under the provisions of the Texas Revised Limited Partnership Act, certifies as follows:

1. The name of the partnership is LDL COASTAL LIMITED, L.P.
2. The address of the partnership's registered office is 1177 West Loop South, Suite 1725, Houston, Texas 77027. The name of the partnership's registered agent for service of process is ALLEN B. DANIELS. The address of the agent is 1177 West Loop South, Suite 1725, Houston, Texas 77027.
3. The address of the principal office where records are required to be kept or made available is 1177 West Loop South, Suite 1725, Houston, Texas 77027.
4. The name, mailing address, and street address of the business or residence of the General Partner is as follows:

<u>Name</u>	<u>Mailing Address</u>	<u>Business or Residence Address</u>
LDL MANAGEMENT, LLC	1177 W. Loop South, # 1725 Houston, Texas 77027	1177 W. Loop South, #1725 Houston, Texas 77027

5. This certificate of limited partnership shall be effective on the date of filing with the Secretary of State.

I affirm, under the penalties of perjury, that this certificate is executed on the July 14 of 1999, and to the best of my knowledge and belief, the facts stated in this certificate are true.

LDL MANAGEMENT, LLC,  
a Texas limited liability company,  
the General Partner

BY:

Morris B. Linder  
MORRIS B. LINDER, President

Pelican Environmental Services

P.O. BOX 572171

Houston, TX 77257-2171

# Invoice

DATE	INVOICE #
9/29/1999	1043

**BILL TO**

LDL Coastal Limited L.P.

PO BOX 24727

Houston Tx 77229

Attn: M.B. Linder

P.O. NO.	TERMS	PROJECT
	Net 30	

QUANTITY	DESCRIPTION	RATE	AMOUNT
45	DISPOSAL OF HAZARDOUS WASTE SOLID & LIQUID 55 GALLON DRUMS - CLEAN UP HERCULES MARINE SERVICES TXD98062612 ( EPI ID # ) MANIFEST#01034544	205.00	9,225.00
45	TRANSPORTATION TO FACILITY	25.00	1,125.00
1	State Disposal Fees ( \$9 PER TON)	121.68	121.68
		<b>Total</b>	<b>\$10,471.68</b>

Thank you for your business.

TEXAS NATURAL RESOURCE  
CONSERVATION COMMISSION  
P.O. Box 13087  
Austin, Texas 78711-3087



Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039. expires 09/30/95

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator's US EPA ID No. TX D 9 8 0 6 2 6 1 2 1		Manifest Document No. 990001		2. Page 1 of 1		Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address HERCULES MARINE SERVICES 906 MARLIN AVE. COUNTY RD 756 FREEPORT TX 77541						A. State Manifest Document Number 01034544			
4. Generator's Phone (281) 651-0689						B. State Generator's ID OK# 998434			
5. Transporter 1 Company Name CET ENV SERV.						C. State Transporter's ID 83375			
6. US EPA ID Number TXR 00 00 1 4 076						D. Transporter's Phone (713) 473-6200			
7. Transporter 2 Company Name						E. State Transporter's ID			
8. US EPA ID Number						F. Transporter's Phone			
9. Designated Facility Name and Site Address Greenway Environmental Inc. 6 miles N on HWY 64 Haskell OK 74436						G. State Facility's ID			
10. US EPA ID Number OKD 089761290						H. Facility's Phone (918) 482-2000			
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, and ID Number)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	Waste No.			
a.	RQ Hazardous Waste Solid, n.o.s. (Benzene, trichloroethylene) 9, NA3077 PC-III	30	DM	18074 6600	P	D018, D022 D028, D039 D040			
b.	RQ Hazardous Waste Solid n.o.s. (Benzene, Chloroform) 9, NA3077 PC-III	9	DM	5359 6550	P	D018, D019 D022, D028 D029, D039			
c.	RQ Hazardous Waste Liquid, n.o.s. (Benzene, Chloroform) 9, NA3082 PC-III	2	DM	1227 6750	P	D018, D019 D021, D022 D028, D029			
d.	RQ Hazardous Waste Liquid, n.o.s. (Benzene, Trichloroethylene) 9, NA3082 PC-III	4	DM	2380 7140	P	D018, D028 D040			
J. Additional Descriptions for Materials Listed Above 11a. 10-7043 (Solid) 11c. 10-7045 (Coily Waste)						K. Handling Codes for Wastes Listed Above D035, D039, D040, D043			
11b. 10-7044 (Solid) 11d. 10-7046 (Liquid/soil Mix)									
15. Special Handling Instructions and Additional Information 11a. ERG 171 11c. ERG 171 Emergency Number (281) 651-0689 11b. ERG 171 11d. ERG 171									
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.									
Printed/Typed Name BILLY G LOSACK (Agent)				Signature <i>Billy G Losack</i> (Agent)		Month Day Year 9/20/99			
17. Transporter 1 Acknowledgement of Receipt of Materials						Date			
Printed/Typed Name J. THOMAS				Signature <i>J. Thomas</i>		Month Day Year 09/20/99			
18. Transporter 2 Acknowledgement of Receipt of Materials						Date			
Printed/Typed Name				Signature		Month Day Year			
19. Discrepancy Indication Space 11c. 11d. <del>END</del> per Ken Miller Change Section 12+13 on 11a/11b. 9-21-99									
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.									
Printed/Typed Name Mark Bowden				Signature <i>Mark Bowden</i>		Month Day Year 10/21/99			

When using the Uniform Waste Manifest for rail or water (bulk shipment) or international shipments refer to the applicable TNRCC regulations.  
**REPORT SPILLS AND/OR DISCHARGES TO THE TEXAS SPILL RESPONSE CENTER AT 512/463-7727 (24 HOURS)**

**INSTRUCTIONS TO GENERATOR (Please Type or Print Clearly)**

- (1) Enter the Generator's U.S. EPA twelve digit identification number and the unique five digit number assigned to this manifest by the generator if you are shipping hazardous waste.
- (2) Enter the total number of pages used to complete this manifest.
- (3) Enter the company name and mailing address.
- (4) Provide a phone number where an authorized agent of your firm may be reached in the event of an emergency.
- (5) Enter the company name of the first transporter and their U.S. EPA ID Number.
- (6) If applicable, enter the company name of the second transporter and their U.S. EPA ID Number. If more than two transporters are used, enter each additional transporter's information on the Continuation Sheet (EPA form 8700-22A).
- (7) Enter the company name, site address, and U.S. EPA ID Number of the facility designated to receive the waste listed on this manifest.
- (8) **COMPLETE ALL STATE OF TEXAS INFORMATION A. THROUGH H. IN THE SHADED AREAS.**
- (9) Complete the waste description table as follows.
  - (A) **ITEM 11A** - When shipping an EPA/DOT regulated hazardous waste or material in conjunction with solely state regulated waste enter an "x" in the HM box before each EPA/DOT regulated waste/material description.
  - (B) **ITEM 11** - Enter the U.S. DOT Proper Shipping Name, Hazard Class, and ID Number (UN/NA) for each waste identified. If it is a Class I nonhazardous waste use the Texas Waste Code description.
  - (C) **ITEM 12** - Enter the number of containers for each waste and the appropriate abbreviation for type located in Subchapter A of the TNRCC Industrial Solid Waste Rules.
  - (D) **ITEM 13** - Enter the total quantity of waste described on each line.
  - (E) **ITEM 14** - Enter the appropriate letter from the table below for the unit of measure.
 

G = Gallons (liquids only)	Y = Cubic Yards	M = Metric Tons (1000 kg.)
P = Pounds	L = Liter (Liquids Only)	N = Cubic Meters
T = Tons (2000 lbs.)	K = Kilograms	
  - (F) **ITEM 1** - Enter the appropriate TNRCC State Waste Code for each waste you are shipping.
- (10) The Generator must read, sign (by hand), and date the certification statement. If a mode other than highway is used, the word "highway" should be lined out and the appropriate mode (rail, water or air) inserted in the space below. In signing the waste minimization certification statement, those generators shipping hazardous waste who have not been exempted by statute or regulation from the duty to make a waste minimization certification are also certifying that they have complied with the waste minimization requirements.
- (11) The manifest must be signed and dated by the first transporter in the presence of the Generator. If more than one transporter is to be used, the Generator must provide additional copies for their use.
- (12) Generator retains green copy, sending remaining copies with the driver.

**INSTRUCTIONS FOR THE TRANSPORTER (Please Type or Print clearly)**

- (1) As driver of the transport vehicle, you are responsible for ensuring that all waste received by you arrives at the specified destination.
- (2) Sign and date the space provided, certifying the waste amounts in PART I were received for transport. **NOTE:** If you are unable to carry out the delivery of the shipment as specified, dial the emergency phone numbers given in PART I notifying the GENERATOR.
- (3) Upon delivery of the shipment, the TSD Facility Owner/Operator is to sign for the shipment in your presence and fill in "date received".
- (4) Separate the yellow copy and retain for your records. Leave the remaining copies with the TSD Facility Owner/Operator.

**INSTRUCTIONS TO TREATMENT, STORAGE AND DISPOSAL (TSD) FACILITY OWNER/OPERATOR (Please Type or Print Clearly)**

- (1) The authorized representative of the designated (or appropriate) facility's owner or operator must note in ITEM 19 any significant discrepancy between the waste described on the manifest and the waste actually received at the facility.
- (2) Enter date received and sign in the presence of the driver on planning receipt of the wastes and verifying the quantities in the table in PART I.
- (3) Retain the pink copy for your records and return the completed original (white) copy to the GENERATOR.

U.S. EPA and TNRCC regulations require that copies of this manifest for hazardous waste must be retained for a period of three (3) years in your company records. Do not send to TNRCC unless otherwise notified by these departments.

Public reporting burden for this collection of information is estimated to average 37 minutes for generators, 15 minutes for transporters, and 10 minutes for treatment, storage and disposal facilities. This includes time for reviewing instructions, gathering data, and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to Chief, Information Policy Branch, PM-223, U.S. Environmental Protection Agency, 401 M Street SW., Washington, DC 20460, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.



# TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

## REQUEST FOR TEXAS WASTE CODE FOR SHIPMENT OF CLASS 1, 2, 3 AND EPA HAZARDOUS WASTE

Pursuant to the generator notification requirements of 30 TAC Section 335.6, the generator of a solid waste is required to submit to the TNRCC detailed written information pertaining to the composition and characteristics of the waste.

Please type or print legibly:

Berney Linder  
Hercules Marine  
P.O. Box 24727  
Houston, TX 77229-4727

GENERATOR CONTACT PERSON  
GENERATOR COMPANY NAME  
GENERATOR MAILING ADDRESS  
CITY, STATE, ZIP CODE  
PHONE NO. (713) 675-7444

(LEAVE BLANK IF NOT REGISTERED)

30141  
Solid Waste Registration No.  
TXD980626121  
U. S. EPA Identification No.

Are you CESQG? ☐ Yes ☐ No  
Are you industrial? ☒ Yes ☐ No

If industrial, have you submitted TNRCC  
Initial Notification packet? ☒ Yes ☐ No  
Date submitted: 1977

Generating Site Location (☐ Check if same as above) 906 MARLIN AVE Freeport, TX 77541  
(STREET ADDRESS OR PHYSICAL DESCRIPTION)

Designated Treatment, Storage, and/or Disposal Facility Name and Address Green Way Environmental  
Route 2 Box 71 Hwy 64 6 miles North of Haskell, OK 74436

### DESCRIPTION OF WASTE (do not use DOT description or trade name)

1. Soil - D018 - D022 - D028 - D039 - D040
2. Soil/Liquid - D018 - D028 - D040
3. oily waste - D018 - D019 - D022 - D028  
D039 - D040
4. Soil / CARBON FILTERS - D018 - D019  
D022 - D028 - D029 - D039 - D040

### GENERATOR/REPRESENTATIVE

I certify that the above information is correct to the best of my knowledge.

1. Jay MILLER, am employed by  
(NAME, Please Print)

PELLICAN ENVIRONMENTAL  
(COMPANY NAME)

P.O. Box 572177 Houston, TX 77257  
(MAILING ADDRESS)

and am authorized to sign this certification for:

Hercules Marine (Berney LINDER)  
(COMPANY NAME)

(SIGNATURE)

8/18/99  
(DATE)

### TNRCC USE ONLY

For TNRCC Assignment of  
Texas Waste Code Number

DZ5X407H  
DZ5Y609H  
DZ5Z603H  
DZ62407H

### TEXAS WASTE CODES

FORM CODE	CLASS CODE	EPA CODE	ORIGIN CODE
407	H		2
609	H		2
603	H		2
407	H		2

PROCESSED DATE: 9-2-99

PROCESSED BY: YAM

TNRCC REGION: 12

OFFICE

Mailed to:

TNRCC

1 & HW, Waste Evaluation Section  
Waste Report Audit Team  
P.O. Box 13087

Austin, Texas 78711-3087  
Phone: (512) 239-6832 FAX: (512) 239-6410

713-408-2114  
(PHONE NUMBER)



**CET Environmental Services, Inc.**  
**Transportation Work Ticket**

JOB #

MANIFEST #

1034540

DATE:

9/20/99

DESCRIPTION:

Idazurmes Waste Sol.

CLIENT:

PHONE #

281-651-0689

SHIPPER:

HERCULES MARINE  
906 MARINA AVE. RD 756  
FREEPORT, TX

CONSIGNEE:

GREENWAY ENVIRONMENTAL  
MARKET, OK 74086

SIGNATURE:

[Signature]

SIGNATURE:

[Signature]

<u>0530</u>	ON DUTY
<u>0600</u>	PRE-TRIP INSPECTION
<u>0800</u>	ARRIVE AT CUSTOMER
<u>0800</u>	BEGIN LOADING
<u>1200</u>	FINISHED LOADING
	ARRIVE AT DESTINATION

	ARRIVE AT DESTINATION
	BEGIN UNLOADING
	FINISH UNLOADING
	ARRIVE AT CET YARD
	POST-TRIP INSPECTION
	OFF DUTY

GROSS WEIGHT

TARE WEIGHT

NET WEIGHT

ENDING ODOMETER

BEGINNING ODOMETER

TOTAL MILES

DRIVER:

R. Thomas

TRACTOR #

H-128

SIGNATURE:

[Signature]

TRAILER #

DV7711

JOB COMMENTS:

Loaded 45 drums

## COMMERCIAL LEASE

This Lease is entered into between **LDL COASTAL, L.L.P.**, a Texas Limited Partnership ("Landlord"), and **ECO-TERRA TECHNOLOGIES GROUP, L.L.C.**, a Texas Limited Liability Company ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, certain storage tanks and the premises on which they are situated at 906 Marlin Road in Freeport, Brazoria County, Texas, designated and legally described on Exhibit "A" attached to this lease, and made a part of this lease for all purposes (collectively referred to as "the premises" or "the leased premises" in this lease) on the following terms and conditions:

### ARTICLE 1. TERM

§ 1.01. The term of this lease is sixty (60) months, beginning on April 1, 2002, and ending on March 31, 2007, unless terminated sooner as provided in this lease. *mjl*  
7/28/02

§ 1.02. This lease may be terminated by either the Landlord or the Tenant upon written notice. Such notice must be given in accordance with § 12.01 hereof, and must be mailed at least ninety (90) days prior to the effective date of the termination.

### ARTICLE 2. RENT, TAXES and UTILITIES

§ 2.01. Tenant will pay Landlord \$1,500.00 per month on or before the first day of each month as a fixed rent for the next month. This fixed rent will increase by \$500 per month beginning on the thirteenth (13<sup>th</sup>) month of the term of this lease, so that the fixed rent beginning on April 1, 2003 will be \$2,000.00. Tenant will pay the fixed rent to Landlord at Landlord's office, located at 8827 Clinton Drive, P.O. Box 24727, Houston, Texas 77229-4727, or at such other location or locations that Landlord may from time to time designate by written notice to Tenant. Simultaneously with the signing of this lease, Tenant has deposited with the Landlord \$3,000.00, representing the first month's rent and \$1,500.00 toward the last months rent.

§ 2.02. In addition to the fixed rent specified in § 2.01, Tenant will pay in full all real-property taxes, personal-property taxes, special assessments, and governmental charges of any kind imposed on the premises or the tanks located thereon during the lease term, including any special assessments imposed on or against the premises or the tanks for constructing or improving public works or any environmental mandate. This additional rent is payable directly to the entity imposing the tax, assessment, or charge at least 30 days before the date payment is due. Tenant will provide Landlord with a receipt or other evidence of payment for each tax, assessment, or charge paid as soon as a receipt or other evidence is available to Tenant.

§ 2.03. Tenant will pay all utility charges for water, electricity, heat, gas, and telephone installation and service used in and about the premises during the lease term. Tenant will pay the charges directly to the utility company or municipality furnishing the service before the charges are delinquent.

### ARTICLE 3. USE OF PREMISES

§ 3.01. Tenant represents and warrants to Landlord that Tenant intends to use the premises and the tanks located thereon for storing crude oil. Tenant's use of the property is restricted to the purpose specified in this section unless Tenant obtains Landlord's prior written consent to any change in use. Before the lease term begins, Tenant must give Landlord an affidavit of an officer of Tenant, referred to as the "Officer's Affidavit," setting forth a detailed description of the operations that Tenant will conduct on the premises and stating any applicable permit/certificate numbers required for

such purpose. The Officer's Affidavit must be organized and prepared in a narrative form, including a description and quantification of all hazardous materials to be generated, transported, treated, stored, handled, or disposed of on the premises. After the lease term begins, Tenant must notify Landlord as to any changes in Tenant's operation or use or generation of hazardous materials by way of a supplemental Officer's Affidavit. Tenant must also supplement and update the Officer's Affidavit on each anniversary of the commencement of the lease term. Tenant may not begin or alter any operations on the property before (a) obtaining all required operating and discharge permits, certificates and/or approvals, from all governmental or public authorities having jurisdiction over the Tenant's operations or the property, and (b) providing copies of such permits, certificates and/or approvals to the Landlord.

§ 3.02. a. Tenant may not use, or permit using, the premises in any manner that results in waste of the premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.

b. Tenant, at its sole cost, must comply with all Hazardous Materials Laws in connection with Tenant's use of the premises.

c. Beginning in April 2002, and continuing every three (3) months thereafter during the term of this lease, Tenant must obtain a water sample from each of the three (3) monitoring wells designated on Exhibit "A" and have each such sample analyzed by a certified testing laboratory to determine the TPH (Total Petroleum Hydrocarbons) in each sample. A copy of the laboratory's report must be provided to the Landlord within 10 days from its receipt.

d. "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the federal government, including, but not limited to, any material or substance that is (1) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., (3) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (4) petroleum.

e. "Hazardous Materials Laws" means any federal, state, or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation, those statutes referred to in subparagraph c.

§ 3.03. Tenant must permit Landlord and Landlord's agents, servants, and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purpose of conducting environmental inspections and sampling during regular business hours, and during other hours either by agreement of the parties or in the event of an environmental emergency. Tenant may not restrict access to any part of the premises, and Tenant may not impose any conditions to access. If Landlord's environmental inspection includes sampling and testing of the premises, Landlord must use its best efforts to avoid interfering with Tenant's use of the premises.

§ 3.04. a. Tenant must promptly supply Landlord with copies of all notices, reports, correspondence, and submissions made by Tenant to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state, or federal authority that requires submission of any information concerning environmental matters or hazardous materials pursuant to hazardous materials laws.

b. Tenant must promptly notify Landlord in advance of any scheduled meeting between Tenant and any of the agencies specified in subparagraph a.

c. Tenant must promptly notify Landlord as to any liens threatened or attached against the premises pursuant to any environmental law. If an environmental lien is filed against the premises, Tenant must, within 30 days from the date on which the lien is placed against the premises, and at any rate before the date on which any governmental authority begins proceedings to sell the premises pursuant to a lien, either: (1) pay the claim and remove the lien from the

premises; or (2) furnish either (a) a bond satisfactory to the Landlord in the amount of the claim on which the lien is based, or (b) other security satisfactory to the Landlord in an amount sufficient to discharge the claim on which the lien is based.

#### **ARTICLE 4. REPAIRS, CLEANUPS AND MAINTENANCE**

§ 4.01. Tenant will, at its own expense, clean out and make all initial repairs and any other "make ready" requirements necessary for each of the three (3) tanks hereby being leased for the intended use and obtain all requisite permits/certificates from the Texas Railroad Commission and any other local, state, or federal authority that requires permits for such intended use, and provide Landlord with copies of such permits/certificates.

§ 4.02. Tenant will, throughout the lease term and any extensions of it, at its own expense and risk, maintain the premises and the leased tanks located thereon in good order and condition, including but not limited to making all repairs necessary to keep the premises and said tanks in that condition. All maintenance and repairs required by this section must be performed promptly when required.

§ 4.03. Tenant is responsible for the payment of any cleanup costs necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's, its agents, invitees, contractors, employees, subtenants, concessionaires, or licensees discharge of hazardous materials on the premises or access ways during the Tenant's occupancy of the premises. Landlord is responsible for the cleanup costs or for ensuring that any other responsible party participate in the cleanup to the extent of its responsibility for a release.

§ 4.04. Tenant will, throughout the lease term and any extensions of it, at its own expense, maintain the roads, gates and access ways across Landlord's property that is not part of the leased premises but are used by Tenant and its agents, invitees and licensees, public or private, to deliver and transport product, and generally access the leased premises. Such roads, gates and access ways shall be maintained in good order and condition, including but not limited to making all repairs necessary to keep such roads, gates and access ways in that condition. All maintenance and repairs required by this section must be performed promptly when required.

#### **ARTICLE 5. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

§ 5.01. Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent. Landlord may not unreasonably withhold consent for nonstructural alterations, additions, or improvements.

§ 5.02. All alterations, additions, or improvements made by Tenant will become Landlord's property when the lease terminates. However, Landlord may, when the lease terminates, remove any alterations, additions, and improvements made by Tenant and any other property it placed in the premises, and charge Tenant the cost of removal plus interest.

#### **ARTICLE 6. TRADE FIXTURES AND SIGNS**

§ 6.01. Tenant may, at all times, erect or install shelves, bins, machinery, equipment, or other trade fixtures, in, on, or about the premises, if Tenant complies with all applicable governmental laws, ordinances, and regulations regarding the fixtures. Tenant may remove all trade fixtures when this lease terminates, if Tenant is not in default under the lease and the fixtures can be removed without structural damage to the building. Tenant must repair any damage to the premises caused by removing trade fixtures, and all the repairs must be completed before the lease terminates. Any trade fixtures not removed by Tenant when this lease terminates are considered abandoned by Tenant and will automatically become Landlord's property. If any trade fixture installed by Tenant is abandoned when the lease terminates, Tenant must pay Landlord any reasonable expense actually incurred by Landlord to remove the fixture from the premises.

§ 6.02. Tenant may erect signs on any portion of the premises, with Landlord's prior consent, subject to applicable laws, ordinances, and regulations. Tenant must remove all signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

## **ARTICLE 7. INSURANCE AND INDEMNITY**

§ 7.01. Tenant must, at its own expense during the lease term, keep the premises insured against loss or damage by fire, with extended coverage if obtainable at a price not to exceed two (2%) percent of the fair market value of the property to be insured per year, in the total amounts of not less than the full fair insurable value of the leased tanks and other improvements. The insurance is to be carried by one or more insurance companies authorized or admitted to do business in Texas. Choice of an insurance company is subject to approval by Landlord, who will not unreasonably withhold approval. The insurance policy or policies must name both Landlord and Tenant as insureds. The policies must provide that any proceeds for loss or damage the leased tanks are payable solely to Landlord, who will use the sum for repair and restoration purposes.

§ 7.02. Tenant, at its own expense, must provide and maintain in force during the lease term, liability insurance in the amount of \$ 2,000,000.00. This insurance is to be carried by one or more insurance companies authorized or admitted to transact business in Texas. Choice of an insurance company is subject to approval by Landlord, who will not unreasonably withhold approval. The policy must cover Landlord as well as Tenant, for any liability for property damage, environmental damage or personal injury arising from Tenant's occupying or Landlord's owning the premises.

§ 7.03. Tenant must furnish Landlord with certificates of all insurance required by this article.

§ 7.04. Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under Articles 3 and 4 of this lease. This section survives the expiration or earlier termination of this lease.

§ 7.05. Landlord must indemnify, defend, and hold Tenant harmless from and against all claims, liabilities, losses, damages, and costs, foreseen and unforeseen, including without limitation counsel, engineering, and other professional or expert fees that Tenant may incur by reason of Landlord's action or inaction with regard to Landlord's obligations under § 4.03. This section survives the expiration or earlier termination of this lease.

§ 7.06. Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct or management of Tenant's business on the premises or its use of them; from any breach by Tenant of any conditions of this lease; or from any act of negligence of Tenant, its agents, contractors, employees, subtenants, concessionaires, or licensees in or about the premises. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

## **ARTICLE 8. DAMAGE OR DESTRUCTION OF PREMISES**

§ 8.01. If the premises, or any structures or improvements on them, are damaged or destroyed by fire, tornado, hurricane or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

§ 8.02. If any of the tanks on the premises are totally destroyed by fire, tornado, hurricane or other casualty by other than the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within twenty (20) working days at a cost not to exceed \$12,000.00, and the damage exceeds the insurance recovery, this lease will terminate, and rent will be abated for the unexpired portion of this lease, effective as of the date of written notification as provided in § 8.01.

## **ARTICLE 9. CONDEMNATION**

§ 9.01. If, during the lease term all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of

condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

§ 9.02. Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures, which Tenant is entitled to receive and retain. The termination of this lease will not affect the right to this award.

#### ARTICLE 10. DEFAULT

§ 10.01. If Tenant allows the rent to be in arrears more than fifteen (15) days after written notice of the delinquency, or remains in default under any other condition of this lease for fifteen (15) days after written notice from Landlord, Landlord may, at its option, without notice to Tenant, terminate this lease, or, in the alternative, Landlord may reenter and take possession of the premises and remove all persons and property without being considered guilty of any manner of trespass and may (but is not required to) relet the premises (or any part of them) for all or any part of the remainder of the lease term, to a party satisfactory to Landlord and at the monthly rental as Landlord can secure with reasonable diligence. If Landlord cannot relet after reasonable efforts to do so or if the monthly rental is less than the rental Tenant was obligated to pay under this lease (or any renewal of it) plus the expense of reletting, then Tenant must pay Landlord the amount of the deficiency.

Tenant and Landlord agree that, for the purpose of posting the notice required by Property Code Section 93.002(f), the "front door" of the leased premises is the gate accessing the premises off Marlin Road.

§ 10.02. If Tenant defaults in paying rent or any other sum due from Tenant to Landlord under this lease, Landlord has a lien on all fixtures, chattels, product or other property of any description belonging to Tenant that are placed in, or become a part of, the premises as security for rent due and to become due for the remainder of the current lease term and any other sum Tenant owes Landlord. This lien is not in lieu of, nor in any way affects, the statutory landlord's lien but is in addition to that lien, and Tenant grants Landlord a security interest in all of Tenant's property placed in or on the premises for purposes of this contractual lien. This does not prevent Tenant's selling any merchandise in the ordinary course of business free of such Landlord's lien. If Landlord exercises the option to terminate the leasehold, reenter, and relet the premises as provided in the preceding paragraph and gives Tenant reasonable notice of the intent to take possession and an opportunity for a hearing on the matter, Landlord may take possession of all of Tenant's property on the premises and sell it at public or private sale after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, for the prices and terms that Landlord considers best, with or without having the property present at the sale. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing, and selling the property, then to the payment of any rent due or to become due under this lease; any balance will be paid to Tenant.

§ 10.03. All Landlord's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this lease. All the consistent rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

§ 10.04. Landlord's waiving a breach of this lease does not constitute a continuing waiver or a waiver of any subsequent breach.

#### ARTICLE 11. ASSIGNMENT AND SUBLEASE

§ 11.01. a. Tenant may not sublet, assign, encumber, or otherwise transfer this lease, or any right or interest in it or in the premises or the tanks, without Landlord's written consent. If Tenant sublets, assigns, encumbers, or otherwise transfers its rights or interests in this lease or in the premises or the improvements on them without Landlord's written consent, Landlord may, at its option, declare this lease terminated. If Landlord consents in writing to an assignment, sublease, or other transfer of all or any of Tenant's rights under this lease, the assignee or subtenant must assume all of Tenant's obligations under this lease, and Tenant will remain liable for every obligation under the lease. Landlord may not arbitrarily or unreasonably withhold consent under this section.

b. As a condition precedent to the Tenant's right to sublease the property or to assign this lease, the Tenant must, at the Tenant's own expense, fulfill all of the Tenant's environmental obligations under Article 3 of this lease. If this condition is not satisfied, the Landlord has the right to withhold consent to any proposed sublease or assignment.

§ 11.02. Landlord may assign or transfer any of its interests under this lease.

## ARTICLE 12. MISCELLANEOUS

§ 12.01. All notices required under this lease may be given by the following method:

By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

Landlord: LDL COASTAL, L.L.P.  
1177 West Loop South, Suite 1725  
Houston, Texas 77027

Tenant: ECO-TERRA TECHNOLOGIES GROUP, L.L.C.  
P. O. Box 940066  
Houston, Texas 77094

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with the provisions of this section.

§ 12.02. This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

§ 12.03. This agreement is to be construed under Texas law, and all obligations of the parties created by this lease are performable in Brazoria County, Texas.

§ 12.04. If one or more of the provisions contained in this agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

§ 12.05. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

§ 12.06. No amendment, modification, or alteration of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

§ 12.07. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

§ 12.08. If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

§ 12.09. Neither Landlord nor Tenant is required to perform any term or covenant in this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, or labor restrictions by any governmental authority, civil riot, war, hurricanes, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence and paying money, prevent or overcome, in whole or part.



§ 12.10. Time is of the essence of this agreement.

The undersigned Landlord and Tenant signed this agreement on the date indicated at Houston, Harris County, Texas.

**LANDLORD:**

LDL Coastal, L.L.P.

Acting through LDL MANAGEMENT, L.L.C.,  
its Managing Partner.

LDL MANAGEMENT, L.L.C.

By: Morris B. Linder  
Morris B. Linder, President

Date Signed: 4/1/02

**TENANT:**

ECO-TERRA Technologies Group, L.L.C.

By: John E. Garnsey  
John E. Garnsey, President

Date Signed: 4/1/02

Delivered  
3/26/03  
(See AOL MANAGEMENT  
FILES)  
2

Airbill NO. 7922-1582-8874

Request For Overnight Shipping

Date 3-25-2003

From STANICE BIVENS Mail Code GSF-AC

Ship To: Name ALLEN B. DANIELS

**SERVICE REQUIRED:**

Address 1177 W. LOOP SOUTH

☐ Delivery Next Business Day

SUITE 1725

☐ Saturday Delivery

HOUSTON, TX 77027

☐ Other

Phone number: \* 713-626-0215

**X** E. Cook for St. Bivens

I certify that Overnight Shipping is absolutely mission essential.

\* Recipients phone number is mandatory, we cannot ship without it.



needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredge material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 20 of the Brazos Coast Investment Company's Sub-division No. B, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING HOWEVER TO THE party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements, unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part and he is lawfully seized in fee of the foregoing premises; that the said premises are free from all encumbrances; that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, has set hereto his hand and seal on the day and year above written.

W.B.Sargeant

Geo. T. Geran  
Kathryn J. Luech

STATE OF OHIO )  
COUNTY OF MARION )

Before me, a Notary Public in and for Marion County, Ohio, on this day personally appeared W.B.Sargeant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4 day of May A.D. 1937.

(SEAL) Geo. T. Geran Notary Public Marion County, Ohio.

Filed for record at 11:30 o'clock A. M. May 16 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4078

319/38

Tract 42  
Inclosure 54

7246 (Louisiana-Texas Intracoastal W.W.) 575/54

This Deed, made this 16th day of February 1930, between H. Merlyn Christie, S. E. Dunnam, Jr. of Harris Co. Texas and Eleanor Stevens Vaughn (Nee Eleanor A. Stevens) joined herein by her husband H. M. Vaughn of No. 1424, 17th St. Port Arthur, Texas. parties of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said parties of the first part are the owners of an interest in a tract or parcel of land situated in Bra

s, and more particularly

bounded and described as follows: Known as Tract No. 42, on the map of the Intracoastal Canal Waterway, dated October 30, 1938, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 6-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, P. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, THE SAID parties of the first part, for and in consideration of the sum of Fifteen & no/100 Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredge material, and for such other purposes as may be needed in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, to the parties of the first part, their heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever.

The parties of the first part do hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of waterway, and the deposit of spoil

or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, parties of the first part, have set hereto their hands and seal on the day and year above written.

Eleanor Stevens Vaughn

H. Marilyn Christie

H. M. Vaughn

S.E. Dunnam, Jr.

STATE OF TEXAS )

COUNTY OF HARRIS )

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Marilyn Christie and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of February A. D. 1939.

(SEAL) Paul E. Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Feb. A.D. 1939.

(SEAL) P.T. Smith Notary Public Jefferson County, Texas.

THE STATE OF TEXAS )

COUNTY OF JEFFERSON )

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Vaughn wife of H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 21 day of February A.D. 1939.

(SEAL) P.T. Smith Notary Public, Jefferson County, Texas.

Filed for record at 11:30 o'clock A. M. May 19 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4079

Inclosure No. 52

7245 (Louisiana-Texas Intracoastal W.W.) 575/52

THIS DEED, made this 30th day of April 1937, between J.T. Stratton, Mrs. R. M. Lee, a widow and Mary Louise Lee, a feme sole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said

or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the parties of the first part and on their successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, parties of the first part, have set hereto their hands and seal on the day and year above written,

Eleanor Stevens Vaughn

H. Marilyn Christie

H. M. Vaughn

S.E. Dunnam, Jr.

STATE OF TEXAS )

COUNTY OF HARRIS )

Before me, a Notary Public in and for Harris County, Texas, on this day personally appeared H. Marilyn Christie and S. E. Dunnam, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of February A. D. 1939.

(SEAL) Paul E. Daugherty Notary Public in and for Harris County, Texas.

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of Feb. A.D. 1939.

(SEAL) P.T. Smith Notary Public Jefferson County, Texas.

THE STATE OF TEXAS )

COUNTY OF JEFFERSON )

Before me, a Notary Public in and for Jefferson County, Texas, on this day personally appeared Eleanor Stevens Vaughn wife of H. M. Vaughn known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me, privily and apart from her husband, and having the same fully explained to her, she the said Eleanor Stevens Vaughn acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 21 day of February A.D. 1939.

(SEAL) P.T. Smith Notary Public, Jefferson County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court, Brazoria County, Texas. By P.W. Arrington, Deputy

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4079

319/40

Inclosure No. 52

7245 (Louisiana-Texas Intracoastal W.R.) 575/52

THIS DEED, made this 30th day of April 1937, between P.T. Stratton, Mrs. R. M. Lee, a widow and Mary Louise Lee, a feme sole, of Brazoria County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which

D-11

the ground by monuments, said

line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21, of the Brazos Coast Investment Company Subdivision No. 8, F. J. Calvit Survey, Abstract No. 81 Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 2+2-757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; then in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

It being intended by this instrument to convey an easement and right-of-way and give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Waterway in Brazoria County, Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-way and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clerk of Brazoria County, Texas.

AND WHEREAS the party of the second part in carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of One & No/100 Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, however, to the party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.



TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part, and he is lawfully seized in fee of the afore-granted premises; that the said premises are free from all encumbrances; that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, have set hereto their hands and seal on the day and year above written.

T.T.Stratton

Mrs. R. M. Lee

Mary Louise Lee

STATE OF TEXAS )

COUNTY OF BRAZORIA )

BEFORE ME, A Notary Public in and for Brazoria County, Texas, on this day personally appeared T.T.Stratton and Mrs. R. M. Lee a widow, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May A.D. 1937.

(SEAL) Vivian Conant Notary Public Brazoria County, Texas.

STATE OF TEXAS )

COUNTY OF DENTON )

BEFORE ME, a Notary Public in and for Denton County, Texas on this day personally appeared Mary Louise Lee, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7 day of May A.D. 1937.

(SEAL) W.E. Loveless Notary Public Denton County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1939 J.R. Monarch, Clerk County Court Brazoria County, Texas. By P.W. Arrington, Deputy

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4080

Inclosure No. 48  
7245 (Louisiana-Texas Intracoastal W.R.) 57/48

This Deed, made this 26 day of February 1939, between Sadye Rice McNutt, joined pro forma by H. M. McNutt, and Hudson D. Rice of Dallas County, State of Texas party of the first part, and the United States of America, party of the second part, witnesseth, that;

WITNESAS, the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 37 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. E. Marks, Lt. Col. Corps of Engineers, U.S. Army, and duly filed for record in the office of the County Clerk of Brazoria County.

or cutting away and removing any or all of the hereinbefore described land as may be required in the construction and maintenance of the canal on said property as a part of the navigable water of the United States, it being understood that as to any portion of said land not actually included in said canal, this easement shall terminate and revert to grantor. Grantor further quitclaims and releases unto grantee, the easement to deposit dredged material on any portion of said tracts not herein quitclaimed.

It is specifically understood that grantor excepts from this quitclaim and release and reserves unto itself all of the oil, gas and other minerals in, under and that may be produced from the above described land, together with the right of ingress and egress at all times to drill, mine for and produce same and to erect all structures and make all improvements necessary or convenient for such mining, drilling, production, transportation or storage of oil, gas or other minerals, provided only that no such structure shall be erected in the canal proper, it being specifically understood that the reserved rights of possession apply to all portions of said land except those actually occupied by the canal proper.

Upon failure of the grantee to dig and construct a canal across said premises within five (5) years from the date hereof, all rights hereby quitclaimed shall revert to and revert in grantor and in the event that said canal once constructed should cease to be used as a portion of the Intracoastal Canal, then all rights granted hereunder shall revert to and revert in grantor.

TO HAVE AND TO HOLD the right, title and interest of grantor in and to the rights and easements so quitclaimed unto the United States of America and its assigns for the sole purposes set forth above.

It is specifically understood that this release and quitclaim is without warranty of any kind on the part of Sun Oil Company and none shall be implied from the terms hereof.

IN TESTIMONY WHEREOF, witness signature of Sun Oil Company by its agent and attorney-in-fact hereunto duly authorized on this 24th day of February, A.D. 1939.

O.K. as to form  
E.J.C.

SUN OIL COMPANY

BY R.W. Peck  
Agent and Attorney-in-fact

THE STATE OF TEXAS )

COUNTY OF JEFFERSON )

BEFORE ME, the undersigned authority, on this day personally appeared R.W. Peck, agent and attorney-in-fact for Sun Oil Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 24th day of February, A. D. 1939.  
(SEAL) Jo Arnett Notary Public in and for Jefferson County, Texas.

Filed for record at 11:30 o'clock A.M. May 18 1939 J.R. Monarch, Clerk County Court Brazoria County, Texas. By F.M. Arrington, Deputy

4083

319/48

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Tracts Nos. 26 and 43  
Inclosure No. 37

7263 (Louisiana-Texas Intracoastal W.W.) 575/27

This Dec., made this 16th day of February 1939, between J. W. Stone, of Harris County State of Texas, party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first party of the first part is the owner of an interest in two tracts or parcels of land situated in Brazoria County, State of Texas, and have

particularly bounded and described as follows: Known as Tracts Nos. 28 and 42 on the map of the Intracoastal Canal Waterway, dated October 20, 1936, certified to by E. E. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tracts herein being described as follows:

Tract No. 28

Beginning at a point which is the intersection of the northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the R. L. Perkins 5-acre tract known as Lot No. 37; of the Brazos Coast Investment Company's Subdivision No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 37 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 199-308.27; thence along the northerly right-of-way line in a northeasterly direction to an intersection on the northerly right-of-way line opposite center line station 199-203.5; thence in a north easterly direction to an intersection on the northerly right-of-way line opposite center line station 199-043.7; thence continuing in a southeasterly direction along the northerly right-of-way line of the said Waterway to an intersection with the east line of said Lot No. 37; thence in a southeasterly direction along the east line of said Lot No. 37 to an intersection with the north bank of the Old Intracoastal Canal; thence continuing in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 37; thence in a northwesterly direction along said west line to the place of beginning. All as shown by said map and containing 2.2 acres, more or less.

Tract No. 42

Beginning at a point which is the intersection of the Northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line station 202-757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tracts of land are required for canal purposes and right-of-way purposes in connection with the said work of improvement.

Now Therefore, the said party of the first part, for and in consideration of the sum of \_\_\_ Dollars, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tracts of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portions so cut away and removed as a part of the

navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tracts or parcels of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

Tract No. 26

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 37 of the Brazos Coast Investment Company's Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.8 acres, more or less.

Tract No. 42

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, TO THE party of the first part, his heirs and assigns, all such rights and privileges in said tracts or parcels of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever.

The grantor hereby expressly reserves the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same, insofar as all of Lots 37 and 21 of Brazos Coast Investment Subdivision 8 are concerned, save and except the 300 foot strip of land across said tracts which is to be used for the Intracoastal Canal Waterway, same being the property upon which an easement is hereby granted and conveyed, said development to not in any way affect or be applicable to the property upon which easement is hereby granted for said canal waterway.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantor, party of the first part, has set hereto his hand and seal on the day and year above written.

J. W. Stone

STATE OF TEXAS

COUNTY OF HARRIS

Before me, Billie M. Russell Notary Public in and for Harris County, Texas, on this day personally appeared J.W. Stone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of February A.D. 1930.

(SEAL) Billie M. Russell Notary Public Harris County, Texas.

Filed for record at 11:30 o'clock A. M. May 18 1930 J.R. Monarch, Clerk County Court  
Brazoria County, Texas. By P.W. Arrington, Deputy

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341

purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 3rd day of August, A. D. 1939.

(SEAL) B. P. Drysdale Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:30 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court,  
Brazoria County, Texas By F. W. Arrington Deputy

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5523

THE STATE OF TEXAS, )

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS; That I, W. C. McElveen, a single man, of the County of Brazoria State of Texas, for and in consideration of the sum of Three Hundred Fifty (\$350.00) Dollars, to me in hand paid by Harold Casey and Margaret Casey, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Harold Casey and Margaret Casey of the County of Brazoria, State of Texas, all that certain Tract or parcel of land known as Lot No. Four (4) in Block No. One (1) in Hill's Addition to the City of Alvin, in Alvin, Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Harold Casey & Margaret Casey, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Harold Casey and Margaret Casey, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand Alvin, Texas, this 3rd day of August A. D. 1939

W. C. McElveen

THE STATE OF TEXAS, )

COUNTY OF BRAZORIA )

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared W. C. McElveen, a single man known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 3rd day of August, A. D. 1939.

(SEAL) B. P. Drysdale Notary Public within and for Brazoria County, Texas.

Filed for Record at 1:30 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court,  
Brazoria County, Texas By F. W. Arrington Deputy

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5624

TRACT NO. 42.

THIS DEED, made this 2nd day of August, 1939, between Rike Royalty Co., a corporation of Harris County, State of Texas, party of the first part, and the United States of America, party of the second part, witnesseth that:

WHEREAS the said party of the first part is the owner of an undivided interest in a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 42 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, LT. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 160 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

BEGINNING at a point

the Northerly right-of-way line of

the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract known as Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 21 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202+757.0; thence in a northeasterly direction along the north right-of-way line of said Intracoastal Waterway to an angle to the right; thence in a northeasterly direction along the north right-of-way line to an intersection with the east line of said Lot No. 21; thence in a southeasterly direction along said east line to an intersection with the north bank of the old Intracoastal Canal; thence in a southwesterly direction along said north bank to an intersection with the west line of said Lot No. 21; thence along said west line in a northwesterly direction to the point of beginning. All as shown by the said map and containing 2.1 acres, more or less.

AND WHEREAS the party of the second part is carrying on work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Corpus Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal and right-of-way purposes in connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of one dollar and other good and valuable considerations, paid on behalf of the said party of the second part, the receipt of which is hereby acknowledged, has, insofar as its interest in said tract is concerned, granted, bargained, and sold; and does hereby grant, bargain, sell, and convey unto the said party of the second part and its assigns, the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the heretofore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as a part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy, and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable waters as aforesaid, for the deposit of dredged material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement; and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 21 of the Brazos Coast Investment Company Sub-Division No. 8, not herein conveyed for right-of-way purposes, containing 2.9 acres, more or less.

RESERVING, HOWEVER, to the party of the first part, its heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

There is reserved from this conveyance all oil, gas and other minerals in and to and under the property hereby conveyed, and grantor hereby expressly reserves the right of ingress and egress at all times for the purpose of mining, drilling and exploring for oil, gas and other minerals, and removing the same, said development to not in any way affect or be applicable to the property upon which easement is hereby granted for said canal waterway.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purposes aforesaid forever.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants and contractors from any and all claims for damages which may result from the construction and maintenance of the waterway, and the deposit of

spoil or other matter, this waiver and release of Damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and its successors in ownership of said land.

IN WITNESS WHEREOF, the said party of the first part has set hereto its hand and seal on the day and year above written.

Rika Royalty Co.

By J W Stone  
President

ATTEST: R. Malevinsky

STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE Me, Billie N. Russell, a Notary Public in and for Harris County, Texas, on this day personally appeared J. W. Stone, known to me to be the person whose name is subscribed to the foregoing instrument of writing as President of Rika Royalty Co., and acknowledged to me that he executed the same in his capacity of President of Rika Royalty and as the act and deed of said Rika Royalty Co. for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 2nd day of August 1939.

(SEAL) Billie N. Russell Notary Public in and for Harris County, Texas

Filed for Record at 1:35 o'clock P M Aug 4 1939 J. R. Monarch Clerk County Court  
Brazoria County, Texas By P. W. Arrington Deputy

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5625

THE STATE OF TEXAS, )

COUNTY OF BRAZORIA )

THAT Mrs. Louella B. Burroughs of Bexar County, Texas, in consideration of the sum \$15.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, by these presents grant, bargain, sell and convey unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us, to-wit:

Said land being a part of Lot No. 7, Block No. 33, and all of Lot No. 7, Block No. of the old town of Brazoria, Texas. Said partial lot described as follows:

Lot No. 7, Block No. 33: Beginning at an intersection of the N. W. line of said Lot No. 7 and the south right-of-way of the bridge approach as laid out and to be built;

Thence along said right-of-way 75 ft. to the S. W. line of said Lot No. 7;

Thence N. 45 deg. W. 15 ft.;

Thence N. 45 deg. E. 60 ft. to the place of beginning, containing 0.010 acres of more or less.

For the purpose of opening, constructing and maintaining a permanent road or State Highway along, upon and across said premises, with the right and privilege at all times of the grant herein, his or its agents, employees, workmen and representatives having ingress, egress and regress in, along, upon and across said premises for the purposes of making additions to, improvements on and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS my hand this 2nd day of Aug, A. D. 1939

Mrs. Louella B. Burroughs

227 Rose Street San Antonio Texas

367/107  
It is the intention hereof to convey all of the property belonging to the Rika Royalty Company, wherever the same may be situated, as well as any and all claims, and all the assets belonging to the Rika Royalty Company unto the said J. W. Stone.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. W. Stone, his heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said premises unto the said J. W. Stone, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Houston, Texas, this the 31st day of December, A. D. 1942.

(CORP. SEAL)

ATTEST: Mary Ethel Paine  
Secretary.

RIKA ROYALTY COMPANY

By J W Stone  
President.

THE STATE OF TEXAS )

COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. W. Stone, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Rika Royalty Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the 31st day of December 1942

(SEAL) Morris Jamison Notary Public in and for Harris County, Texas.

Filed for Record at 1:30 O'Clock A.M. Feb 12 1943 J. R. Monarch Clerk County Court, Brazoria County, Texas By Alice Sanders Deputy

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6513

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS:

THAT RIKA ROYALTY COMPANY, a Corporation, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations to it in hand paid by J. W. Stone, in cash, receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said J. W. Stone, of the County of Harris, State of Texas, all that certain property described as follows, to-wit:

(1) An undivided one-half (1/2) interest in and to the following described tract of land:

Five acres described as tract 40, Subdivision 10, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, Brazoria County, Texas.

(2) An undivided 1/32nd non-participating royalty interest in and to all of the oil, gas and other minerals in and to and under the following described tract of land:

Five acres described as tract 120, Subdivision 9, Brazos Coast Investment Company's Subdivision of F. J. Calvit Survey, Abst. 51, in Brazoria County, Texas.

(3) An undivided one-half interest in and to the following described tract of land:

Twenty acres of land described as ... out of the Hooper and Wade



all and singular, the said premises, unto the said E. G. TIGHER, S. W. TIGHER, and EDWIN E. TIGHER, their heirs and assigns, against every person whosoever lawfully claiming, or to claim, the same, or any part thereof.

W. E. Tigner, Jr.

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority, on this day personally appeared W. E. TIGNER, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of March, A. D., 1945.

(SEAL) Joe Bayer Notary Public in and for Harris County, Texas.

Filed for Record at 8:20 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas

By Alice Sanders Deputy

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314  
278  
8429

THE STATE OF TEXAS )  
COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: THAT I, A. J. Smith of the County of Brazoria State of Texas for and in consideration of the sum of Ten Dollars (\$10.00) and other considerations DOLLARS, to me in hand paid by Mrs. R. E. L. Stringfellow, receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Mrs. R. E. L. Stringfellow of the County of Brazoria State of Texas all that certain Lot, tract or Parcel of land, situated in the County of Brazoria, State of Texas, and more particularly described as follows, to-wit:

Being Five (5) acre Tract No. 23, in sub-division No. 8 of the P. J. Calvit, Abstr 51 of Brasos Coast Investment Company's subdivision and Survey, according to the map or plat of same on file in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for further description and particulars.

However, there is reserved out of the above described tract of land the right of way for the intracoastal canal off of the East End thereof amounting to approximately two acres.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Mrs. R. E. L. Stringfellow her, heirs and assigns, forever, and I, do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Mrs. R. E. L. Stringfellow, her, heirs and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand at Freeport Texas this 7th day of April A. D., 1945

A J Smith

THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA. )

BEFORE ME, A Notary Public in and for Brazoria County, Texas, on this day personally appeared A. J. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 7th day of April A. D. 1945.

(SEAL) Mildred Woodiel Notary Public in and for Brazoria County, Texas.

Filed for Record at 8:25 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas

By Alice Sanders Deputy

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8430

THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That I, A. J. Smith, of the County of Brazoria and State of Texas, for and in consideration of the sum of Ten Dollars & Other Considerations DOLLARS to me in hand paid by Mrs. R. E. L. Stringfellow of the County of Brazoria and State of Texas, the receipt of which is hereby acknowledged, do I by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said Mrs. R. E. L. Stringfellow her heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the County of Brazoria, State of Texas, described as follows, to-wit:

Five acre Tract of land in A. Calvit Survey, being tract number 544, Division 14, Abstract 49, according to Deed records in office of County Clerk of Brazoria County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said Mrs. R. E. L. Stringfellow her heirs and assigns, forever, so that neither I the said J. A. Smith nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS my hand at Freeport, Brazoria County, Texas, this 7th day of April A. D. 1945

A J Smith

THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of April A. D. 1945

(SEAL) Mildred Woodiel Notary Public in and for \_\_\_ County, Texas.

Filed for Record at 8:25 o'clock A. M. Apr 9 1945 J. R. Monarch Clerk County Court, Brazoria County, Texas

By Alice Sanders Deputy

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8432

THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That, we, Hiram Moore and wife, Clara Belle Moore, of Brazoria County, Texas, hereinafter called Grantor (whether one or more) for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration cash in hand paid by A. D. Davis, of Brazoria County, Texas, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered, and by these presents do grant, sell, convey, assign and deliver, unto the said Grantee an undivided one-fourth (1/4) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined from the following described lands situated in the County of Brazoria and State of Texas, to-wit:

#9757  
Nannie M. Stringfellow  
to  
Brazoria County

Instrument---R/W  
Dated---March 30, 1961  
Filed---Aug. 15, 1961 at 8:10 a.m.  
Recorded in Deed Book 798 pg. 692

## RIGHT-OF-WAY EASEMENT DEED

STATE OF TEXAS }  
COUNTY OF BRAZORIA } 9757

I, Nannie M. Stringfellow, widow

of Brazoria County, Texas, in consideration of the sum of \$ 1.00 and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said county, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by me to-wit:

A strip of land twenty (20) feet width extending across the Southwest side of tract No. 9 also a strip of land twenty (20) feet in width extending across the Northwest end of Tracts 23, 28, 29, 33, 34, 38, and also a strip of land twenty (20) feet in width extending across the Southwest end of Tract No. 43, all in Division No. 8, of the Brazos Coast Investment Company Subdivision, in the F. J. Colvill League, Abstract No. 51, Brazoria County, Texas, according to the records map or plat thereof, appearing in the Office of the County Clerk of Brazoria County, Texas.

The grantor herein excepts from this easement and reserves for herself, her heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by this easement, but said grantor, for her self her heirs and assigns, waive all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making additions to improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS my hand this 30th day of March 1961

capacity therein stated.

GIVEN UNDER my hand and seal of office this 19th day of August A. D. 1937.

(SEAL) Myrtle Mancias, Notary Public Harris County, Texas.

THE STATE OF TEXAS )

COUNTY OF BRASORIA )

298/7  
BEFORE ME, THE undersigned authority, on this day personally appeared P. E. Stevens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this the 24th day of August, A. D., 1937.

(SEAL) Ailiea Reid, Notary Public within and for Brasoria County, Texas.

Filed for Record at 2 o'clock P. M. Oct 18 1937 H. R. Stevens, Clerk County Court  
Brasoria County, Texas By Bob Monarch, Deputy

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8718

THIS DEED made this 19th day of August 1937, between Harrison Oil Company, J. S. Abercrombie Company and P. E. Stevens of \_\_\_ County, State of \_\_\_ party of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brasoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 39 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks, Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brasoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the west line of the 8-acre tract known as Lot No. 24, located in the Brasos Coast Investment Company Sub-Division No. 8, F. J. Calvit Survey, Abstract No. 81, Brasoria County, Texas and the reference line of the Louisiana and Texas Intracoastal Waterway opposite center line Station 202 / 055.5; thence along said west line in a northwesterly direction to an intersection with the right-of-way line of the said Intracoastal Waterway; thence in a northeasterly direction along said right-of-way line to an intersection with the east line of Lot No. 24; thence along said east line of Lot No. 24 in a southeasterly direction to an intersection with the north bank of the old Intracoastal Canal; thence along said north bank of the Old Intracoastal Canal in a southwesterly direction to an intersection with the west line of Lot No. 24; thence along said west line of Lot No. 24 in a northwesterly direction to the place of beginning, all as shown on the said map and containing 1.8 acres, more or less.

It being intended by this instrument to convey an easement and right-of-way and to give permission for necessary spoil dump as hereinafter recited, over all lands that first party may own adjacent to the Louisiana and Texas Intracoastal Waterway in Brasoria County, Texas, and over which the Intracoastal Waterway will be constructed and maintained by the party of the second part, the said right-of-way and spoil dump, however, to conform to the map of the Louisiana and Texas Intracoastal Waterway on record in the office of the County Clerk of Brasoria County, Texas.

AND WHEREAS the party of the second part is carrying on the work of constructing, improving and maintaining an Intracoastal Waterway from the Mississippi River at or near New Orleans, La., to Groves Christi, Texas, in accordance with a project duly authorized by Congress, and the said tract of land is required for canal purposes and right-of-way purposes

connection with the said work of improvement.

NOW THEREFORE, the said party of the first part, for and in consideration of the sum of One & no-100- Dollars, paid by (or on behalf of) the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and does hereby grant, bargain, sell and convey unto the said party of the second part and its assigns the perpetual right and easement to enter upon, dig or cut away, and remove any or all of the hereinbefore described tract of land as may be required at any time in the prosecution of the aforesaid work of improvement, or any enlargement thereof, and maintain the portion so cut away and removed as part of the navigable waters of the United States; and the further perpetual right and easement to enter upon, occupy and use any portion of said tract or parcel of land as herein conveyed, not so cut away and converted into public navigable water as aforesaid, for the deposit of dredge material, and for such other purposes as may be needful in the preservation and maintenance of the said work of improvement, and the further perpetual right and easement to deposit dredged material during construction and maintenance of the waterway on:

The land of the party of the first part adjoining the tract or parcel herein conveyed, being all of Lot No. 24, of the Brazos Coast Investment Company Sub-division No. 8, not herein conveyed for right-of-way purposes, containing 3.2 acres, more or less. "It is understood and agreed that, insofar as possible without increasing the cost of constructing or maintaining the waterway, the United States will, in exercising its rights under this easement, so conduct the work of constructing and maintaining the waterway as to prevent damage to structures or improvements located in the spoil disposal area."

RESERVING, HOWEVER, to the party of the first part, his heirs and assigns, all such rights and privileges in said tract or parcel of land as herein conveyed and not converted into public navigable waters as may be used and enjoyed without interfering with or abridging the rights and easements hereby conveyed to the party of the second part.

TO HAVE AND TO HOLD the said rights and easements unto the party of the second part, the United States of America, and its assigns, for the purpose aforesaid forever. And the said party of the first part, for himself and for his heirs and assigns, does hereby covenant with the party of the second part and he is lawfully seized in fee of the aforegranted premises; that the said premises are free from all encumbrances, that he has good right to sell and convey same as aforesaid; and that he will warrant and defend the title of the same to the said party of the second part, and its assigns, against the lawful claims and demands of all persons.

The party of the first part does hereby waive and release the United States of America, its officers, agents, servants, and contractors from any and all claim for damages which may result from the construction and maintenance of waterway, and the deposit of spoil or other matter; this waiver and release of damages being intended as a continuing covenant which shall run with the land and be binding upon the party of the first part and on his successors in ownership of said land.

IN WITNESS WHEREOF, the said grantors, party of the first part, have set hereto their hands and seals on the day and year above written.

(CORP. SEAL)

ATTEST:

W. M. Gaston  
Secretary

(CORP. SEAL)

ATTEST:

R. H. McCullough  
Asst. Secretary

HARRISON OIL COMPANY

By D. J. Harrison  
President

J. S. ABERCROMBIE COMPANY

By J. S. Abercrombie  
President

F. E. Stevens

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority in and for Harris County, Texas on this day personally appeared D. J. Harrison, President of Harrison Oil Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of August, A. D. 1937

(REAL) Myrtle Mancias, Notary Public Harris County, Texas

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned authority in and for Harris County, Texas on this day personally appeared J. S. Abercrombie, President of J. S. Abercrombie Company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; and in the capacity therein stated.

GIVEN under my hand and seal of office this 19th day of August, A. D. 1937.

(REAL) Myrtle Mancias, Notary Public Harris County, Tex.

THE STATE OF TEXAS )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared F. K. Stevens, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 24th day of August, A. D., 1937.

(REAL) Alice Reid, Notary Public within and for Brazoria County, Texas.

Filed for Record at 2 o'clock P. M. Oct 25 1937 F. K. Stevens, Clerk County Court  
Brazoria County, Texas By Bob Monarch, Deputy

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6712

THIS DEED made this 19th day of August, 1937, between Harrison Oil Company, J. S. Abercrombie Company and F. K. Stevens of \_\_ County, State of \_\_ party of the first part, and the United States of America, party of the second part, witnesseth, that:

WHEREAS the said party of the first part is the owner of the fee simple of a tract or parcel of land situated in Brazoria County, State of Texas, and more particularly bounded and described as follows: Known as Tract No. 63 on the map of the Intracoastal Canal Waterway, dated October 30, 1936, certified to by E. H. Marks Lt. Col. Corps of Engineers, U. S. Army, and duly filed for record in the office of the County Clerk of Brazoria County, Texas, the reference line of which is actually now marked on the ground by monuments, said reference line being parallel to and 150 feet on the north side thereof from the center line of said Waterway, said tract herein being described as follows:

Beginning at a point which is the intersection of the northerly right-of-way line of the Louisiana and Texas Intracoastal Waterway and the west line of the 5-acre tract, known as Lot No. 6 of the Brazos Coast Investment Company's Sub-division No. 2, F. J. Calvit Survey Abstract No. 51, Brazoria County, Texas; said west line of Lot No. 6 intersects the reference line tangent of the Louisiana and Texas Intracoastal Waterway opposite center line Station 204 + 550.0; thence in a northeasterly direction along the north right-of-way line of said Louisiana and Texas Intracoastal Waterway to an intersection with the east line of Lot No. 6; thence in a southeasterly direction along the east line of said Lot No. 6 to an

E. W. Burns  
Ruth Burns

THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared E. W. Burns, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 30 day of Dec, A. D., 1942.  
(SEAL) J L Main Notary Public in and for Brazoria County, Texas. J P & Ex officio  
THE STATE OF TEXAS, )  
COUNTY OF BRAZORIA )

BEFORE ME, the undersigned authority, on this day personally appeared Ruth Burns, wife of E. W. Burns, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ruth Burns acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office on this the 30 day of Dec, A. D., 1942.  
(SEAL) J L Main Notary Public in and for Brazoria County, Texas. J. P. & Ex officio  
Filed for Record at 12:50 o'clock P M Jan 14 1943 J R Monahan Clerk County  
Court Brazoria Co., Texas

6168

- - - 0 0 0 - - -

KNOW ALL MEN BY THESE PRESENTS: That, HARRISON OIL COMPANY, a Corporation organized under the laws of the State of Texas, with its principal office at Houston, Harris County, Texas, acting herein by and through its President, D. A. Little, duly authorized by proper resolutions of the stockholders and the Board of Directors of Harrison Oil Company for the consideration hereinafter expressed, has granted, transferred, assigned and conveyed, and by these presents does grant, transfer, assign, and convey unto Magnolia Petroleum Company, a Corporation organized under the laws of the State of Texas, its successors and assigns, all of its assets and properties, in the County or Parish of Brazoria, State of Texas, described as follows:

OIL AND GAS LEASES IN BRAZORIA COUNTY, TEXAS

File	Lessor	Lessee	Date	Acres	Recorded Bk.	Pg.
485	A. L. Lowellen et al	R. Wagner	10-12-29	20.00	217	459
	Lots 14 and 15, ACHAB RR Co. Survey, Sec. 91					
486	Fred Elving	W. R. Stockwell	3-19-31	10.00	228	429
	Lot 13, Section 91, ACHAB RR Survey					
488	T. T. Stretton, et al	Harrison Oil Co., et al	10-4-32	10.00	236	233
	Lot 4, ACHAB RR Survey, Abst. 402					
613	Louis Augapurger	J. L. Foutre	11-17-33	180.00	246	408
	Part of Lots 19 and 20 of the C. Breen League					
614	Charline B. Osburn	J. L. Foutre	11-18-33	249.65	246	408
	Out of the Charles Breen League					
615	Ira M. Troyer, et ux	J. L. Foutre	11-18-33	109.50	246	479
	Lots 7 through 13, Blocks 15 and 18, MacDonald re-subdivision of a part of the Charles Breen League					
615A	West Texas Abstract and Guarantee Company	R. M. MacDonald	11-18-33	50.00	250	217
	Out of the Charles Breen League					





**Figure 4 Current Ownership Chart**

<u>Current Owner of Record</u>	<u>Ownership Interest</u>	<u>Assessor's Parcel #</u>	<u>Description</u>	<u>Owner's Mailing Address</u>	<u>Owner's Telephone #</u>	<u>Parcel Size (acres)</u>
LDL Coastal Limited Liability Partnership*	27.650 acres in Brazoria County, Freeport, TX	Tract Nos. 21-21A-21B-22-24-24A-25-55-57-58	906 Marlin Dr.-CR 756, Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229-4727	N/A	27.650
LDL Coastal Limited Liability Partnership*	5 acres in Brazoria County, Freeport, TX	Tract No. 23	N/A Marlin Avenue Freeport, TX 77541	P. O. Box 24727 Houston, TX 77229-4727	N/A	5.00
Jack Palmer and Ron Hudson	5 acres in Brazoria County, Freeport, TX	Tract No. 56	N/A	1509 Alta Vista Drive Alvin, TX 77511-3101	281-388-1959	5.00
Vernon C. Wilson**	Owns a Lot 110 feet wide in Tract No. 24.	A portion of Tract No. 24	A Lot 110 feet wide in Tract No. 24.	2910 Tidewater Drive, Houston, TX 77045	N/A	110 feet - Estimated to be 1.86 acres
<b>TOTAL</b>						<b>39.51</b>

\* The registered agent for LDL Coastal Limited Liability Partnership is Allen B. Daniels, 1177 West Loop South, Suite 1725, Houston, TX 77027. The General Partner is LDL Management, LLC, 1177 West Loop South, Suite 1725, Houston, TX 77027.

\*\* ChoicePoint shows Vernon C. Wilson is deceased as of March 20, 1998. Vernon C. Wilson's Social Security number is 457-46-6336.

DEED

17180

VOL 896 PAGE 328

THE STATE OF TEXAS I

COUNTY OF BRAZORIA I

KNOW ALL MEN BY THESE PRESENTS:

THAT We, A. B. WILLIAMSON and wife, MARGARET G. WILLIAMSON, of Brazoria County, Texas, hereinafter called GRANTORS, have GRANTED, SOLD and CONVEYED; and by these presents do GRANT, SELL and CONVEY, unto VERNON C. WILSON, of Harris County, Texas, hereinafter called GRANTEE, the surface only of the following described lot, tract or parcel of land, lying and being situated in Brazoria County, Texas, to-wit:

The surface only of a lot 110 feet wide out of Tract Number 24, out of the Brazos Coast Investment Company's Subdivision Number 8, F. J. Calvit, Jr. Survey, Abstract Number 51, Brazoria County, Texas, said tract herein conveyed being more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point 110 feet North 44° 24' East of the Northwest corner of said Tract Number 24, same being in the Southeast right-of-way line of a 60 foot road for place of beginning; THENCE North 44° 24' East a distance of 110 feet along said road right-of-way line to a point in said line for the Northeast corner of this tract; THENCE South 45° 36' East to a point on the North bank of the Intracoastal Canal for the Southeast corner of this lot; THENCE in a Westerly direction following the meanders of said canal approximately 110 feet to the Southeast corner of the tract previously sold by Grantors to J. C. Angle, said point being the Southwest corner of this tract; THENCE North 45° 36' West and parallel to the Southwest or West line of said Tract 24, a distance of approximately 737.48 feet to the place of beginning.

This conveyance covers the surface only and is subject to a prior reservation of all the oil, gas and other minerals in Grantors' predecessors in title and to an easement for spoil disposal in favor of the United States of America as shown by the instrument of record in Volume 298, at page 7 of the Deed Records of Brazoria County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, his heirs and assigns, forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, his heirs and assigns,

against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

THE CONSIDERATION for this conveyance is the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to us in hand paid by GRANTEE, the receipt of which is hereby acknowledged, and the further sum of TWELVE THOUSAND and No/100 (\$12,000.00) DOLLARS, evidenced by one promissory Vendor's Lien Note, of even date herewith, executed by Grantee, payable to GRANTORS, or order, in the principal sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, bearing interest from date at the rate of seven (7%) per cent per annum, both principal and interest payable at Angleton, Texas, the principal of said note being payable in three (3) annual installments of Four Thousand and No/100 (\$4,000.00) Dollars each, the first installment to become due and payable on or before the 18th day of November, 1965 and a like installment to become due and payable on or before the 18th day of November of each succeeding year thereafter until the whole principal sum has been paid, the interest on said note being payable annually as it accrues, contemporaneously with principal payment, with said note containing the usual and customary acceleration, foreclosure and attorney's fee clauses, and said note being additionally secured by Deed of Trust, of even date therewith, executed by Grantee to Edward R. Goff, Trustee, for the use and benefit of Grantors.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained in favor of Grantors, or their assigns, against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid, according to its face and tenor, effect and reading, when this Deed shall become absolute.

WITNESS OUR HANDS, this 17 day of November, 1964.

A. B. Williamson  
A. B. Williamson  
Margaret G. Williamson  
Margaret G. Williamson

THE STATE OF TEXAS

COUNTY OF BRAZORIA

DEED  
NO 895 RE 900

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of November, 1964.

*Robert C. Koonce*  
Notary Public in and for Brazoria County, Texas  
ROBERT C. KOONCE

THE STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, a Notary Public in and for Brazoria County, Texas, on this day personally appeared MARGARET G. WILLIAMSON, wife of A. B. WILLIAMSON known to me to be the person whose name is subscribed to the foregoing instrument, and the said MARGARET G. WILLIAMSON, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said MARGARET G. WILLIAMSON, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17 day of November, 1964.

*Robert C. Koonce*  
Notary Public in and for Brazoria County, Texas  
ROBERT C. KOONCE

FILED FOR RECORD  
AT 1:15 O'CLOCK P. M.

NOV 23 1964

H. R. STEVENS, JR.  
Clerk County Court, Brazoria Co., Tex.  
BY *R. B. Smith*, Deputy



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6  
1445 ROSS AVENUE, SUITE 1200  
DALLAS, TX 75202-2733

942185

MAR 11 2003



**NOTICE OF POTENTIAL LIABILITY AND CERCLA 104(e) INFORMATION REQUEST  
URGENT LEGAL MATTER; PROMPT REPLY REQUESTED  
CERTIFIED MAIL # *Not Applicable*  
RETURN RECEIPT REQUESTED**

Mr. Don Pitts  
Environmental Contaminants Branch  
Resource Protection Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, TX 78744

RE: Notice of Potential Liability and Request for Information Pursuant to Section 104(e) of  
CERCLA ( 42 U.S.C. § 9604(e)(2))  
Gulfco Marine Maintenance, Inc.  
Freeport, Brazoria County, Texas

Dear Sir or Madam:

The Environmental Protection Agency (EPA) has determined that you are a Potentially Responsible Party (PRP) at the Gulfco Marine Maintenance Site. Therefore, you may be responsible under the Superfund law (also known as the Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA, 42 U.S.C. §§ 9601-9675) for cleanup of the Site, or for costs incurred by the EPA in cleaning up the Site.

**NOTICE OF POTENTIAL LIABILITY**

The Environmental Protection Agency (EPA) has determined that hazardous substances were released into the environment at the Gulfco Marine Maintenance Site (hereinafter referred to as the "Site"), located in Freeport, Brazoria County, Texas. The EPA has already undertaken response actions consisting of a Preliminary Assessment and Site Inspection, the preparation of a Hazard Ranking System Documentation Record, and certain enforcement activities.

Under Section 107 of CERCLA, 42 U.S.C. § 9607, responsible parties are those persons who are current owners or operators of the facility; past owners or operators who owned or operated the facility at the time hazardous substances were disposed of at the facility; persons who arranged for disposal or treatment of hazardous substances at the facility (usually the person(s) who generated the hazardous substances); or persons who selected the facility and transported the hazardous substances to the facility. Section 107 of CERCLA, 42 U.S.C. § 9607, states that responsible parties are liable to the United States for the costs incurred in a removal and/or remedial action conducted by the EPA.

Internet Address (URL) - <http://www.epa.gov/earth1r6/>

Recycled/Recyclable - Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 30% Postconsumer)

Information available to EPA indicates that you may be a responsible party because the EPA has obtained various documents relating to the ownership and operation of the Site, and these documents indicate you are a current owner or a previous owner of property comprising the Site.

If you believe that EPA has made an error in identifying you as a current and/or former owner of this Site, please provide information supporting your position. In addition, if you are aware of the names and whereabouts of other former owners and operators of the Site, as well as potential generators and transporters of hazardous waste to the Site, please provide that information to EPA.

To assist you in working with EPA concerning this matter, EPA is providing the following information as Enclosures to this letter:

- (a) List of Parties Receiving Notice Letters (Enclosure "A")
- (b) Information Request (Enclosure "B")

### **SITE BACKGROUND**

The Site encompasses 40 acres in Freeport, Brazoria County, Texas. The facility historically was used as a barge cleaning and servicing facility. The Site encompasses three buried/backfilled surface impoundments that received contaminated wash water from the barge cleaning operations, areas of contaminated soil, and releases to surface water and ground water. The Site is being proposed to the National Priorities List based on evidence that hazardous substances, including semivolatile organic compounds, lead, zinc, and pesticides, have migrated from the facility to the Intracoastal Waterway, pose a threat to nearby drinking water supplies and downstream sensitive environments, and have impacted fisheries downstream of the facility.

The facility operated as a barge cleaning and waste disposal facility from 1971 through 1979. Operations at the facility involved the cleaning, servicing, and repair of various chemical barges. Chemical barges were drained and pumped to remove product heels, which then were stored in tanks and sold as product. Each barge was washed with water or a detergent solution. Generated wash waters were stored either in surface impoundments, a floating barge, or on-Site storage tanks.

The surface impoundments received wash water from the cleaning of barges and other transport vessels that carried organic substances including alcohols, ketones, and crude oil. Waste wash water generated during the cleaning of chemical barges and other vessels was hard-piped to the surface impoundments for evaporation and separation. The maximum inventory of waste at any given time was 5.5 million gallons. The surface impoundments were certified closed in August 1982, following removal of the liquids and sludges, solidification of the remaining sludge with soil, and capping with three feet of clay cover and a hard wearing surface. Some sludge reportedly remained in one of the surface impoundments at the time of closure.

Underlying the Site is the Chicot/Evangeline aquifer system. This aquifer system is a major source of municipal and smaller public water supply systems in the Freeport area. The largest public water supply system within 4 miles of the Site is that of the city of Freeport, which supplies



approximately 11,300 people.

The Site lies within the 100-year coastal floodplain along the north bank of the Intracoastal Waterway between Oyster Creek to the east and the Old Brazos River Channel and the Dow Barge Canal to the west. The southern part of the Site drains to the south where it enters the Intracoastal Waterway. The surface water migration pathway extends in all directions within contiguous surface water bodies, since these surface water bodies are tidally influenced. Surface water flows eastward into the Drum Bay, Christmas Bay, Bastrop Bay, and Galveston Bay. Galveston Bay is the seventh largest estuary in the United States and is designated as a National Estuary as part of the National Estuaries Program. In addition, Christmas Bay is designated as the Christmas Bay Coastal Preserve of the Texas Coastal Preserve Program, and harbors eight endangered or threatened species including the Bald Eagle, Brown Pelican, Peregrine Falcon, Whooping Crane, Piping Plover, Reddish Egret, White-faced Ibis, and Green Sea Turtle. The 12,199-acre Brazoria National Wildlife Refuge is located to the south of Bastrop Bayou and contains the habitats of three state-threatened species, including the Wood Stork, White-tailed Hawk, and the Swallow-tailed Kite. A wetland area is located approximately 500 feet south of the Site across the Intracoastal Waterway. This area is classified as intertidal estuarine, emergent, persistent, and regularly flooded.

### INFORMATION REQUEST

In addition to the notice explained in this letter, EPA is also seeking your cooperation in providing information you may have about the Site, as explained further in the enclosed Information Request (Enclosure "B".) Under Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), EPA has broad information gathering authority which allows EPA to require persons to furnish information and documents relating to the history of the ownership and operation of the Site, waste generation at the Site, and waste disposal practices at the Site. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 CFR 2.310(h), even if you assert that all or part of the information is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request.

While EPA seeks your cooperation in this investigation, compliance with the Information Request is required by law. Please note that false, fictitious, or fraudulent statements or representations may subject you to civil or criminal penalties under Federal law. Under section 104(e)(5)(B)(ii) of CERCLA, the EPA may request a court to impose penalties of up to \$27,500 per day for non-compliance with this Information Request. Although you may consider some of the information EPA is requesting to be confidential, please be aware that you may not withhold the information upon that basis. If you wish EPA to treat the information confidentially, you must advise EPA of that fact by following the procedures outlined in Enclosure "B" (Information Request, Gulfco Marine Maintenance, Inc. Site), including the requirement for supporting your claim for confidentiality.

If you have information about other parties who may have information which may assist EPA in its investigation of the Site or may be responsible for the contamination found at the Site, that information should be submitted along with this Information Request.

## PRP RESPONSE AND EPA CONTACTS

Please direct your response and questions regarding the information request to:

Ms. Janice Bivens  
Enforcement Officer (6SF-AC)  
U.S. Environmental Protection Agency  
Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-6717  
Fax: (214) 665-6660  
Email: [bivens.janice@epa.gov](mailto:bivens.janice@epa.gov)

If you or your attorney have legal questions pertaining to this matter, please direct them to:

Ms. Barbara A. Nann  
Assistant Regional Counsel (6RC-S)  
U.S. Environmental Protection Agency Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-2157  
Fax: (214) 665-6460  
Email: [nann.barbara@epa.gov](mailto:nann.barbara@epa.gov)

Questions concerning the technical aspects of the Site should be directed to:

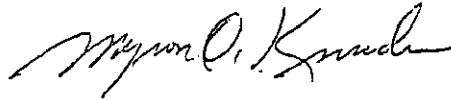
Ms. Stacey Bennett  
Remedial Project Manager (6SF-AP)  
U.S. Environmental Protection Agency  
Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-6729  
Fax: (214) 665-6660  
Email: [bennett.stacey@epa.gov](mailto:bennett.stacey@epa.gov)

We ask your cooperation in providing this information to EPA. Thank you for your time and



attention to this matter.

Sincerely yours,



Myron O. Knudson, P.E.  
Director  
Superfund Division

Enclosures

cc: Mr. Glenn Sekavec (Regional Enforcement Officer)  
U.S. Department of the Interior

Ms. Susan MacMullin (Regional Director)  
U.S. Fish and Wildlife Service

Mr. Brian Cain (Field Supervisor)  
U.S. Fish and Wildlife Service

Mr. Richard Seiler  
Texas Natural Resource Conservation Commission

Mr. Bill Grimes  
Texas General Land Office

Mr. Don Pitts  
Texas Parks and Wildlife Department

Mr. Barry Forsythe  
U.S. Fish and Wildlife Service

Mr. Roger Lee  
U.S. Geological Survey

Mr. Ron Gouget (Coastal Resource Coordinator)  
National Oceanic and Atmospheric Administration

**ENCLOSURE "A"**

**PARTIES RECEIVING GENERAL NOTICE  
GULFCO MARINE MAINTENANCE Site  
FREEPORT, BRAZORIA COUNTY, TEXAS**

Chromalloy American Corporation  
c/o Sequa Corporation  
111 Eighth Avenue  
New York, NY 10019

CT Corp. System, Registered Agent  
for Sequa Corporation  
350 No. St. Paul St.  
Dallas, TX 75201

CT Corp. System, Registered Agent  
for Chromalloy American Corporation  
350 No. St. Paul St.  
Dallas, TX 75201

Fish Engineering & Construction, Inc.  
P. O. Box 16290  
Houston, TX 77222-6290

B. L. Tanner, Registered Agent  
for Gulfco Marine Maintenance  
c/o Chromalloy American Corporation  
41 County Road 756  
Freeport, TX 77541

B. L. Tanner, Registered Agent  
for Gulfco, Inc. (TX)  
c/o Chromalloy American Corporation  
41 County Road 756  
Freeport, TX 77541

Corporation Service Company, Registered Agent  
for Hercules Offshore Corporation  
c/o Parker Drilling Company  
800 Brazos  
Austin, TX 78701

Robert Millis, Registered Agent  
for Hercules Real Estate Corporation  
c/o Adway International Ltd.  
11011 Richmond Ave., Suite 500  
Houston, TX 77042

CT Corp. System, Registered Agent  
for KTI Fish  
c/o Mannesmann Capital Corp  
350 N. St. Paul St.  
Dallas, TX 75201

LDL Coastal Limited LP  
906 Marlin Dr., CR 756  
Freeport, TX 77541

LDL Management, LLC  
906 Marlin Dr., CR 756  
Freeport, TX 77541

Mr. Jack Palmer  
Mr. Ron W. Hudson  
1509 Alta Vista Dr.  
Alvin, TX 77511-3101

ENCLOSURE "B"  
INFORMATION REQUEST  
GULFCO MARINE MAINTENANCE Site  
FREEPORT, BRAZORIA COUNTY, TEXAS

INSTRUCTIONS

1. Provide a separate narrative response to each and every question and subpart of a question set forth in this Information Request.
2. Precede each answer with the number of the question to which it corresponds.
3. If information or documents unknown or unavailable to you when you respond to this Information Request later becomes known or available to you, you must supplement your response to EPA. Moreover, if you find after responding that any response is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Request, indicate on the document or in some other reasonable manner the number of the question to which it responds.
5. "You" or "Respondent" shall mean the addressee of this Request; including, the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents or related corporation(s).
6. Answer Every Question Completely. A separate response must be made to each of the questions set forth in the Information Request. For each question contained in this letter, if information responsive to this information request is not in your possession, custody, or control, please identify the person(s) from whom such information may be obtained.
7. Number Each Answer. Precede each answer with the corresponding number of the question and the subpart to which it responds.
8. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
9. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in producing your answer.
10. Continuing Obligation to Provide/Correct Information. Pursuant to CERCLA Section 104(e)(2), if additional information or documents responsive to this Request become known or available to you after you respond to this Request, you shall supplement your response to EPA.

11. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. § 9604(e)(7)(E) and F, and Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b). To prove your claim of confidentiality, each document must separately address the following points:
- a. the portions of the information alleged to be entitled to confidential treatment;
  - b. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);
  - c. measures taken by you to guard against the undesired disclosure of the information to others;
  - d. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
  - e. pertinent confidentiality determinations, if any, by EPA or other Federal agencies, and a copy of any such determinations or reference to them, if available; and
  - f. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp or type "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise non confidential documents should be clearly identified. You should indicate a date, if any, after which the information need no longer be treated as confidential. Please submit both a clean and a redacted version of any documents or response for which you claim confidential in a separate envelope.

All confidentiality claims are subject to EPA verification. Information covered by such a claim will be disclosed by EPA only to the extent, and only by means of the procedures, set forth in statutes and the regulations at 40 CFR Part 2, Subpart B. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by EPA without further notice to you. You should read the above-cited regulations and statutory provisions carefully before asserting a business confidentiality claim, because certain categories of information are not properly the subject of such a claim. **Your written response to this Request For Information must be sent to Ms. Janice Bivens within thirty (30) days of receipt of this request.** Under the authority of Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), EPA is requesting you to respond to this Information Request. Compliance with this Information Request is required by law. Please note that false, fictitious, or fraudulent statements or representations may subject you to civil or criminal penalties.

12. Disclosure to EPA Contractor. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if you assert that all or part of it is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request. If you are submitting information which you assert is entitled to treatment as confidential business information, you may comment on this intended disclosure within fourteen (14) days of receiving this Information Request.
13. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on a separate sheet(s), and marked as "Personal Privacy Information."
14. Objections to Questions. Even if you have objections to some or all the questions within the Information Request, you are still required to respond to each of the questions.

## DEFINITIONS

The following definitions shall apply to the following words as they appear in Enclosure B (Information Request, Definitions, Instructions, and Questions, Gulfco Marine Maintenance, Inc. Site). All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA or the Resource Conservation and Recovery Act ("RCRA"), in which case the statutory or regulatory definitions shall apply.

1. The terms "and" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any" (e.g., as in "any documents"), shall mean "any and all."
3. The term "arrangement" shall mean every separate contract or other agreement between two or more persons, whether written or oral.
4. The term "asset" shall include the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.
5. The term "document(s)" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings/agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telescope, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, photograph, sound recording on any type of device, punch card, disc pack, tape or other type of memory generally associated with computers and data processing (including printouts and the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory), every copy of each document which is not an exact duplicate of a document which is produced, every copy of each document which has any writing on it (including figures, notations, annotations, or the like), drafts of documents, attachments to or enclosures with any document, and every document referred to in any other document.
6. The term "generator" shall mean persons who arranged for the disposal or treatment of hazardous substances at the place (i.e., the Gulfco Marine Maintenance, Inc. Site) where the hazardous substances were released.
7. The term "hazardous material" shall mean any hazardous substances, pollutants or contaminants, and hazardous wastes, as defined below.

8. The term "hazardous substance" shall have the same definition as that contained in Subsection 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and includes any mixtures of such hazardous substances with any other substances.
9. The term "hazardous waste" shall have the same definition as that contained in Subsection 1004(5) of RCRA, 42 U.S.C., Section 6903(5), and 40 CFR Part 261.
10. The term "identify" shall mean, with respect to a natural person, to set forth the person's name, present or last known business, present or last known job (including job title and position), and personal addresses and telephone numbers.
11. The term "identify" shall mean, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g., corporation [including state of incorporation], partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist.
12. The term "identify" shall mean, with respect to a document, to provide the type of document. This information includes the document's customary business description, its date, its number (e.g., invoice or purchase order number), if any, subject matter, the identity of the author (including the addressor and the addressee and/or recipient), and the present location of such document.
13. The term "identify" shall mean, with respect to a piece of real property or property interest, to provide the legal description which appears in the county property records office, or in the equivalent office which records real property transactions for the area which includes the real property in question.
14. The term "material(s)" shall mean any and all objects, goods, substances, or matter of any kind including, but not limited to, wastes.
15. The term "operator" shall mean those persons who once owned or operated the place (i.e., Gulfco Marine Maintenance, Inc.) where hazardous substances were released during the time when the hazardous substances were disposed.
16. The term "owner" shall mean the person who now owns the property (i.e., Gulfco Marine Maintenance, Inc.) where the hazardous substances were released or person(s) who previously owned the property.
17. The term "person" shall have the same definition as in Subsection 101(21) of CERCLA, 42 U.S.C., Section 9601(21), and shall include any individual, firm, unincorporated association, partnership, corporation, trust, consortium, joint venture, commercial entity, United States government, State and political subdivision of a State, municipality, commission, any interstate body, or other entity.
18. The terms "pollutant" or "contaminant," shall have the same definition as that contained in



Subsection 101(33) of CERCLA, 42 U.S.C., Section 9601(33), and includes any mixtures of such pollutants and contaminants with any other substances. The term shall include, but not be limited to, any element, substance, compound, or mixture. The term shall also include disease-causing agents which after release into the environment will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunction in reproduction), or physical deformations.

19. The term "property interest" shall mean any interest in property including, but not limited to, any ownership interest, an easement, a deed, a lease, a mining claim, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
20. The term "real estate" shall mean and include, but not be limited to, the following: land, buildings, homes, dwelling places, condominiums, cooperative apartments, offices or commercial buildings. The term includes real estate located outside of the United States.
21. The term "release" has the same definition as that contained in Subsection 101(22) of CERCLA, 42 U.S.C., Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
22. The terms "Site" or "Facility" shall mean and include operations at Gulfco Marine Maintenance, Inc. located in Brazoria County, Texas.
23. The term "solid waste" shall have the same definition as that contained in Subsection 1004(27) of RCRA, 42 U.S.C., Section 6903(27), and 40 CFR Part 261.
24. The terms "transaction" or "transact" shall mean any sale, transfer, giving, delivery, change in ownership, or change in possession.
25. The term "transporter" shall mean persons who selected the place (i.e., Gulfco Marine Maintenance, Inc. Site) where the hazardous substances were released as a disposal Site and transported the hazardous substances to that place.
26. The term "Site" refers to the Gulfco Marine Maintenance, Inc.

## QUESTIONS

- A. Please explain corporate relationships, if any, of your company and your related companies, to other parties listed on Enclosure "A" of this letter. Please provide copies of documents showing these relationships, if they exist.
- B. Were there any pits located on the Site when it was purchased by your company or your related companies? If your answer is "yes", please answer the following questions concerning these existing pits:
1. Identify the number and locations of pits that were on the Site at that time. Please provide copies of maps showing these locations, if they are available.
  2. Identify the maximum capacity of each pit at that time.
  3. Please specify the contents of each pit.
- C. Did your company or related companies, hold, store, process, treat, or dispose of any hazardous material(s) at the Site? If the answer to this question is yes, please answer the following questions:
1. Identify all third parties, including your related company, if they exist, from which you received hazardous materials;
  2. Identify who your company or your related companies coordinated with to transport the hazardous material(s);
  3. Identify the date(s) the hazardous material(s) was received at the Site;
  4. Identify the hazardous material(s) and the quantity of the hazardous material(s) that was received at the Site;
  5. Identify how your company or your related companies used all hazardous waste material(s) that was received at the Site;
  6. Identify how your company or your related companies disposed of all hazardous material(s) received at the Site.
  7. Identify who arranged for the transportation of the hazardous material(s) to the Site. Please provide copies of any relevant documents, including manifests, invoices, correspondence, or check stubs, that may be in your possession.

## QUESTIONS

- A. Please explain corporate relationships, if any, of your company and your related companies, to other parties listed on Enclosure "A" of this letter. Please provide copies of documents showing these relationships, if they exist.
- B. Were there any pits located on the Site when it was purchased by your company or your related companies? If your answer is "yes", please answer the following questions concerning these existing pits:
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  2. Identify the maximum capacity of each pit at that time.
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- C. Did your company or related companies, hold, store, process, treat, or dispose of any hazardous material(s) at the Site? If the answer to this question is yes, please answer the following questions:
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  2. Identify who your company or your related companies coordinated with to transport the hazardous material(s);
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  4. Identify the hazardous material(s) and the quantity of the hazardous material(s) that was received at the Site;
  5. Identify how your company or your related companies used all hazardous waste material(s) that was received at the Site;
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9. The term "hazardous waste" shall have the same definition as that contained in Subsection 1004(5) of RCRA, 42 U.S.C., Section 6903(5), and 40 CFR Part 261.
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Subsection 101(33) of CERCLA, 42 U.S.C., Section 9601(33), and includes any mixtures of such pollutants and contaminants with any other substances. The term shall include, but not be limited to, any element, substance, compound, or mixture. The term shall also include disease-causing agents which after release into the environment will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunction in reproduction), or physical deformations.

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26. The term "Site" refers to the Gulfco Marine Maintenance, Inc.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6  
1445 ROSS AVENUE, SUITE 1200  
DALLAS, TX 75202-2733

158147



MAR 11 2003

**NOTICE OF POTENTIAL LIABILITY AND CERCLA 104(e) INFORMATION REQUEST  
URGENT LEGAL MATTER; PROMPT REPLY REQUESTED  
CERTIFIED MAIL # *Not Applicable*  
RETURN RECEIPT REQUESTED**

Ms Susan MacMullin  
Regional Director (ES-EC)  
U.S. Fish and Wildlife Service  
PO Box 1306  
Albuquerque, NM 87103-1306

RE: Notice of Potential Liability and Request for Information Pursuant to Section 104(e) of  
CERCLA ( 42 U.S.C. § 9604(e)(2))  
Gulfco Marine Maintenance, Inc.  
Freeport, Brazoria County, Texas

Dear Sir or Madam:

The Environmental Protection Agency (EPA) has determined that you are a Potentially Responsible Party (PRP) at the Gulfco Marine Maintenance Site. Therefore, you may be responsible under the Superfund law (also known as the Comprehensive Environmental Response, Compensation and Liability Act, or CERCLA, 42 U.S.C. §§ 9601-9675) for cleanup of the Site, or for costs incurred by the EPA in cleaning up the Site.

**NOTICE OF POTENTIAL LIABILITY**

The Environmental Protection Agency (EPA) has determined that hazardous substances were released into the environment at the Gulfco Marine Maintenance Site (hereinafter referred to as the "Site"), located in Freeport, Brazoria County, Texas. The EPA has already undertaken response actions consisting of a Preliminary Assessment and Site Inspection, the preparation of a Hazard Ranking System Documentation Record, and certain enforcement activities.

Under Section 107 of CERCLA, 42 U.S.C. § 9607, responsible parties are those persons who are current owners or operators of the facility; past owners or operators who owned or operated the facility at the time hazardous substances were disposed of at the facility; persons who arranged for disposal or treatment of hazardous substances at the facility (usually the person(s) who generated the hazardous substances); or persons who selected the facility and transported the hazardous substances to the facility. Section 107 of CERCLA, 42 U.S.C. § 9607, states that responsible parties are liable to the United States for the costs incurred in a removal and/or remedial action conducted by the EPA.

Internet Address (URL) - <http://www.epa.gov/earth1r6/>

Recycled/Recyclable - Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 30% Postconsumer)

Information available to EPA indicates that you may be a responsible party because the EPA has obtained various documents relating to the ownership and operation of the Site, and these documents indicate you are a current owner or a previous owner of property comprising the Site.

If you believe that EPA has made an error in identifying you as a current and/or former owner of this Site, please provide information supporting your position. In addition, if you are aware of the names and whereabouts of other former owners and operators of the Site, as well as potential generators and transporters of hazardous waste to the Site, please provide that information to EPA.

To assist you in working with EPA concerning this matter, EPA is providing the following information as Enclosures to this letter:

- (a) List of Parties Receiving Notice Letters (Enclosure "A")
- (b) Information Request (Enclosure "B")

#### **SITE BACKGROUND**

The Site encompasses 40 acres in Freeport, Brazoria County, Texas. The facility historically was used as a barge cleaning and servicing facility. The Site encompasses three buried/backfilled surface impoundments that received contaminated wash water from the barge cleaning operations, areas of contaminated soil, and releases to surface water and ground water. The Site is being proposed to the National Priorities List based on evidence that hazardous substances, including semivolatile organic compounds, lead, zinc, and pesticides, have migrated from the facility to the Intracoastal Waterway, pose a threat to nearby drinking water supplies and downstream sensitive environments, and have impacted fisheries downstream of the facility.

The facility operated as a barge cleaning and waste disposal facility from 1971 through 1979. Operations at the facility involved the cleaning, servicing, and repair of various chemical barges. Chemical barges were drained and pumped to remove product heels, which then were stored in tanks and sold as product. Each barge was washed with water or a detergent solution. Generated wash waters were stored either in surface impoundments, a floating barge, or on-Site storage tanks.

The surface impoundments received wash water from the cleaning of barges and other transport vessels that carried organic substances including alcohols, ketones, and crude oil. Waste wash water generated during the cleaning of chemical barges and other vessels was hard-piped to the surface impoundments for evaporation and separation. The maximum inventory of waste at any given time was 5.5 million gallons. The surface impoundments were certified closed in August 1982, following removal of the liquids and sludges, solidification of the remaining sludge with soil, and capping with three feet of clay cover and a hard wearing surface. Some sludge reportedly remained in one of the surface impoundments at the time of closure.

Underlying the Site is the Chicot/Evangeline aquifer system. This aquifer system is a major source of municipal and smaller public water supply systems in the Freeport area. The largest public water supply system within 4 miles of the Site is that of the city of Freeport, which supplies

approximately 11,300 people.

The Site lies within the 100-year coastal floodplain along the north bank of the Intracoastal Waterway between Oyster Creek to the east and the Old Brazos River Channel and the Dow Barge Canal to the west. The southern part of the Site drains to the south where it enters the Intracoastal Waterway. The surface water migration pathway extends in all directions within contiguous surface water bodies, since these surface water bodies are tidally influenced. Surface water flows eastward into the Drum Bay, Christmas Bay, Bastrop Bay, and Galveston Bay. Galveston Bay is the seventh largest estuary in the United States and is designated as a National Estuary as part of the National Estuaries Program. In addition, Christmas Bay is designated as the Christmas Bay Coastal Preserve of the Texas Coastal Preserve Program, and harbors eight endangered or threatened species including the Bald Eagle, Brown Pelican, Peregrine Falcon, Whooping Crane, Piping Plover, Reddish Egret, White-faced Ibis, and Green Sea Turtle. The 12,199-acre Brazoria National Wildlife Refuge is located to the south of Bastrop Bayou and contains the habitats of three state-threatened species, including the Wood Stork, White-tailed Hawk, and the Swallow-tailed Kite. A wetland area is located approximately 500 feet south of the Site across the Intracoastal Waterway. This area is classified as intertidal estuarine, emergent, persistent, and regularly flooded.

### **INFORMATION REQUEST**

In addition to the notice explained in this letter, EPA is also seeking your cooperation in providing information you may have about the Site, as explained further in the enclosed Information Request (Enclosure "B"). Under Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), EPA has broad information gathering authority which allows EPA to require persons to furnish information and documents relating to the history of the ownership and operation of the Site, waste generation at the Site, and waste disposal practices at the Site. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 CFR 2.310(h), even if you assert that all or part of the information is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request.

While EPA seeks your cooperation in this investigation, compliance with the Information Request is required by law. Please note that false, fictitious, or fraudulent statements or representations may subject you to civil or criminal penalties under Federal law. **Under section 104(e)(5)(B)(ii) of CERCLA, the EPA may request a court to impose penalties of up to \$27,500 per day for non-compliance with this Information Request.** Although you may consider some of the information EPA is requesting to be confidential, please be aware that you may not withhold the information upon that basis. If you wish EPA to treat the information confidentially, you must advise EPA of that fact by following the procedures outlined in Enclosure "B" (Information Request, Gulfco Marine Maintenance, Inc. Site), including the requirement for supporting your claim for confidentiality.

If you have information about other parties who may have information which may assist EPA in its investigation of the Site or may be responsible for the contamination found at the Site, that information should be submitted along with this Information Request.



## PRP RESPONSE AND EPA CONTACTS

Please direct your response and questions regarding the information request to:

Ms. Janice Bivens  
Enforcement Officer (6SF-AC)  
U.S. Environmental Protection Agency  
Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-6717  
Fax: (214) 665-6660  
Email: [bivens.janice@epa.gov](mailto:bivens.janice@epa.gov)

If you or your attorney have legal questions pertaining to this matter, please direct them to:

Ms. Barbara A. Nann  
Assistant Regional Counsel (6RC-S)  
U.S. Environmental Protection Agency Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-2157  
Fax: (214) 665-6460  
Email: [nann.barbara@epa.gov](mailto:nann.barbara@epa.gov)

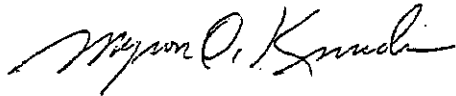
Questions concerning the technical aspects of the Site should be directed to:

Ms. Stacey Bennett  
Remedial Project Manager (6SF-AP)  
U.S. Environmental Protection Agency  
Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733  
Telephone: (214) 665-6729  
Fax: (214) 665-6660  
Email: [bennett.stacey@epa.gov](mailto:bennett.stacey@epa.gov)

We ask your cooperation in providing this information to EPA. Thank you for your time and

attention to this matter.

Sincerely yours,



Myron O. Knudson, P.E.  
Director  
Superfund Division

Enclosures

cc: Mr. Glenn Sekavec (Regional Enforcement Officer)  
U.S. Department of the Interior

Ms. Susan MacMullin (Regional Director)  
U.S. Fish and Wildlife Service

Mr. Brian Cain (Field Supervisor)  
U.S. Fish and Wildlife Service

Mr. Richard Seiler  
Texas Natural Resource Conservation Commission

Mr. Bill Grimes  
Texas General Land Office

Mr. Don Pitts  
Texas Parks and Wildlife Department

Mr. Barry Forsythe  
U.S. Fish and Wildlife Service

Mr. Roger Lee  
U.S. Geological Survey

Mr. Ron Gouget (Coastal Resource Coordinator)  
National Oceanic and Atmospheric Administration

**ENCLOSURE "A"**

**PARTIES RECEIVING GENERAL NOTICE  
GULFCO MARINE MAINTENANCE Site  
FREEPORT, BRAZORIA COUNTY, TEXAS**

Chromalloy American Corporation  
c/o Sequa Corporation  
111 Eighth Avenue  
New York, NY 10019

CT Corp. System, Registered Agent  
for Sequa Corporation  
350 No. St. Paul St.  
Dallas, TX 75201

CT Corp. System, Registered Agent  
for Chromalloy American Corporation  
350 No. St. Paul St.  
Dallas, TX 75201

Fish Engineering & Construction, Inc.  
P. O. Box 16290  
Houston, TX 77222-6290

B. L. Tanner, Registered Agent  
for Gulfco Marine Maintenance  
c/o Chromalloy American Corporation  
41 County Road 756  
Freeport, TX 77541

B. L. Tanner, Registered Agent  
for Gulfco, Inc. (TX)  
c/o Chromalloy American Corporation  
41 County Road 756  
Freeport, TX 77541

Corporation Service Company, Registered Agent  
for Hercules Offshore Corporation  
c/o Parker Drilling Company  
800 Brazos  
Austin, TX 78701

Robert Millis, Registered Agent  
for Hercules Real Estate Corporation  
c/o Adway International Ltd.  
11011 Richmond Ave., Suite 500  
Houston, TX 77042

CT Corp. System, Registered Agent  
for KTI Fish  
c/o Mannesmann Capital Corp  
350 N. St. Paul St.  
Dallas, TX 75201

LDL Coastal Limited LP  
906 Marlin Dr., CR 756  
Freeport, TX 77541

LDL Management, LLC  
906 Marlin Dr., CR 756  
Freeport, TX 77541

Mr. Jack Palmer  
Mr. Ron W. Hudson  
1509 Alta Vista Dr.  
Alvin, TX 77511-3101

**ENCLOSURE "B"**  
**INFORMATION REQUEST**  
**GULFCO MARINE MAINTENANCE Site**  
**FREEPORT, BRAZORIA COUNTY, TEXAS**

**INSTRUCTIONS**

1. Provide a separate narrative response to each and every question and subpart of a question set forth in this Information Request.
2. Precede each answer with the number of the question to which it corresponds.
3. If information or documents unknown or unavailable to you when you respond to this Information Request later becomes known or available to you, you must supplement your response to EPA. Moreover, if you find after responding that any response is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Request, indicate on the document or in some other reasonable manner the number of the question to which it responds.
5. "You" or "Respondent" shall mean the addressee of this Request; including, the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents or related corporation(s).
6. Answer Every Question Completely. A separate response must be made to each of the questions set forth in the Information Request. For each question contained in this letter, if information responsive to this information request is not in your possession, custody, or control, please identify the person(s) from whom such information may be obtained.
7. Number Each Answer. Precede each answer with the corresponding number of the question and the subpart to which it responds.
8. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
9. Identify Sources of Answer. For each question, identify (see Definitions) all the persons and documents that you relied on in producing your answer.
10. Continuing Obligation to Provide/Correct Information. Pursuant to CERCLA Section 104(e)(2), if additional information or documents responsive to this Request become known or available to you after you respond to this Request, you shall supplement your response to EPA.

11. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. § 9604(e)(7)(E) and F, and Section 3007(b) of RCRA, 42 U.S.C. § 6927(b), and 40 C.F.R. § 2.203(b). To prove your claim of confidentiality, each document must separately address the following points:
- a. the portions of the information alleged to be entitled to confidential treatment;
  - b. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);
  - c. measures taken by you to guard against the undesired disclosure of the information to others;
  - d. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
  - e. pertinent confidentiality determinations, if any, by EPA or other Federal agencies, and a copy of any such determinations or reference to them, if available; and
  - f. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.

To make a confidentiality claim, please stamp or type "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise non confidential documents should be clearly identified. You should indicate a date, if any, after which the information need no longer be treated as confidential. Please submit both a clean and a redacted version of any documents or response for which you claim confidential in a separate envelope.

All confidentiality claims are subject to EPA verification. Information covered by such a claim will be disclosed by EPA only to the extent, and only by means of the procedures, set forth in statutes and the regulations at 40 CFR Part 2, Subpart B. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by EPA without further notice to you. You should read the above-cited regulations and statutory provisions carefully before asserting a business confidentiality claim, because certain categories of information are not properly the subject of such a claim. **Your written response to this Request For Information must be sent to Ms. Janice Bivens within thirty (30) days of receipt of this request.** Under the authority of Section 104(e)(2) of CERCLA, 42 U.S.C. § 9604(e)(2), EPA is requesting you to respond to this Information Request. Compliance with this Information Request is required by law. Please note that false, fictitious, or fraudulent statements or representations may subject you to civil or criminal penalties.

12. Disclosure to EPA Contractor. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if you assert that all or part of it is confidential business information. Please be advised that EPA intends to disclose all responses to this Information Request to one or more of its private contractors for the purpose of organizing and/or analyzing the information contained in the responses to this Information Request. If you are submitting information which you assert is entitled to treatment as confidential business information, you may comment on this intended disclosure within fourteen (14) days of receiving this Information Request.
13. Personal Privacy Information. Personnel and medical files, and similar files the disclosure of which to the general public may constitute an invasion of privacy should be segregated from your responses, included on a separate sheet(s), and marked as "Personal Privacy Information."
14. Objections to Questions. Even if you have objections to some or all the questions within the Information Request, you are still required to respond to each of the questions.

## DEFINITIONS

The following definitions shall apply to the following words as they appear in Enclosure B (Information Request, Definitions, Instructions, and Questions, Gulfco Marine Maintenance, Inc. Site). All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA or the Resource Conservation and Recovery Act ("RCRA"), in which case the statutory or regulatory definitions shall apply.

1. The terms "and" and "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
2. The term "any" (e.g., as in "any documents"), shall mean "any and all."
3. The term "arrangement" shall mean every separate contract or other agreement between two or more persons, whether written or oral.
4. The term "asset" shall include the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.
5. The term "document(s)" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings/agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, telescope, telefax, report, notice, message, analysis, comparison, graph, chart, map, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, photograph, sound recording on any type of device, punch card, disc pack, tape or other type of memory generally associated with computers and data processing (including printouts and the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory), every copy of each document which is not an exact duplicate of a document which is produced, every copy of each document which has any writing on it (including figures, notations, annotations, or the like), drafts of documents, attachments to or enclosures with any document, and every document referred to in any other document.
6. The term "generator" shall mean persons who arranged for the disposal or treatment of hazardous substances at the place (i.e., the Gulfco Marine Maintenance, Inc. Site) where the hazardous substances were released.
7. The term "hazardous material" shall mean any hazardous substances, pollutants or contaminants, and hazardous wastes, as defined below.



8. The term "hazardous substance" shall have the same definition as that contained in Subsection 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and includes any mixtures of such hazardous substances with any other substances.
9. The term "hazardous waste" shall have the same definition as that contained in Subsection 1004(5) of RCRA, 42 U.S.C., Section 6903(5), and 40 CFR Part 261.
10. The term "identify" shall mean, with respect to a natural person, to set forth the person's name, present or last known business, present or last known job (including job title and position), and personal addresses and telephone numbers.
11. The term "identify" shall mean, with respect to a corporation, partnership, business trust or other association or business entity (including, but not limited to, a sole proprietorship), to set forth its full name, address, and legal form (e.g., corporation [including state of incorporation], partnership, etc.), organization, if any, a brief description of its business, and to indicate whether or not it is still in existence and, if it is no longer in existence, to explain how its existence was terminated and to indicate the date on which it ceased to exist.
12. The term "identify" shall mean, with respect to a document, to provide the type of document. This information includes the document's customary business description, its date, its number (e.g., invoice or purchase order number), if any, subject matter, the identity of the author (including the addressor and the addressee and/or recipient), and the present location of such document.
13. The term "identify" shall mean, with respect to a piece of real property or property interest, to provide the legal description which appears in the county property records office, or in the equivalent office which records real property transactions for the area which includes the real property in question.
14. The term "material(s)" shall mean any and all objects, goods, substances, or matter of any kind including, but not limited to, wastes.
15. The term "operator" shall mean those persons who once owned or operated the place (i.e., Gulfco Marine Maintenance, Inc.) where hazardous substances were released during the time when the hazardous substances were disposed.
16. The term "owner" shall mean the person who now owns the property (i.e., Gulfco Marine Maintenance, Inc.) where the hazardous substances were released or person(s) who previously owned the property.
17. The term "person" shall have the same definition as in Subsection 101(21) of CERCLA, 42 U.S.C., Section 9601(21), and shall include any individual, firm, unincorporated association, partnership, corporation, trust, consortium, joint venture, commercial entity, United States government, State and political subdivision of a State, municipality, commission, any interstate body, or other entity.
18. The terms "pollutant" or "contaminant," shall have the same definition as that contained in

Subsection 101(33) of CERCLA, 42 U.S.C., Section 9601(33), and includes any mixtures of such pollutants and contaminants with any other substances. The term shall include, but not be limited to, any element, substance, compound, or mixture. The term shall also include disease-causing agents which after release into the environment will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunction in reproduction), or physical deformations.

19. The term "property interest" shall mean any interest in property including, but not limited to, any ownership interest, an easement, a deed, a lease, a mining claim, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.
20. The term "real estate" shall mean and include, but not be limited to, the following: land, buildings, homes, dwelling places, condominiums, cooperative apartments, offices or commercial buildings. The term includes real estate located outside of the United States.
21. The term "release" has the same definition as that contained in Subsection 101(22) of CERCLA, 42 U.S.C., Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
22. The terms "Site" or "Facility" shall mean and include operations at Gulfco Marine Maintenance, Inc. located in Brazoria County, Texas.
23. The term "solid waste" shall have the same definition as that contained in Subsection 1004(27) of RCRA, 42 U.S.C., Section 6903(27), and 40 CFR Part 261.
24. The terms "transaction" or "transact" shall mean any sale, transfer, giving, delivery, change in ownership, or change in possession.
25. The term "transporter" shall mean persons who selected the place (i.e., Gulfco Marine Maintenance, Inc. Site) where the hazardous substances were released as a disposal Site and transported the hazardous substances to that place.
26. The term "Site" refers to the Gulfco Marine Maintenance, Inc.

## QUESTIONS

- A. Please explain corporate relationships, if any, of your company and your related companies, to other parties listed on Enclosure "A" of this letter. Please provide copies of documents showing these relationships, if they exist.
- B. Were there any pits located on the Site when it was purchased by your company or your related companies? If your answer is "yes", please answer the following questions concerning these existing pits:
1. Identify the number and locations of pits that were on the Site at that time. Please provide copies of maps showing these locations, if they are available.
  2. Identify the maximum capacity of each pit at that time.
  3. Please specify the contents of each pit.
- C. Did your company or related companies, hold, store, process, treat, or dispose of any hazardous material(s) at the Site? If the answer to this question is yes, please answer the following questions:
1. Identify all third parties, including your related company, if they exist, from which you received hazardous materials;
  2. Identify who your company or your related companies coordinated with to transport the hazardous material(s);
  3. Identify the date(s) the hazardous material(s) was received at the Site;
  4. Identify the hazardous material(s) and the quantity of the hazardous material(s) that was received at the Site;
  5. Identify how your company or your related companies used all hazardous waste material(s) that was received at the Site;
  6. Identify how your company or your related companies disposed of all hazardous material(s) received at the Site.
  7. Identify who arranged for the transportation of the hazardous material(s) to the Site. Please provide copies of any relevant documents, including manifests, invoices, correspondence, or check stubs, that may be in your possession.